



# BRIGHAM CITY CONNECTION PROJECT

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

March 2024

PROJECT MANUAL

for

BRIGHAM CITY

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prepared by

PARAMETRIX

4179 Riverboat Rd, Suite 130  
Taylorsville, Utah 84123

(801) 307-3400

## SUMMARY OVERVIEW (BRIEF) BRIGHAM CITY CONNECTION PROJECT

*\*This page is intended to be a helpful reference for the Project and does not replace the information contained in the full Project Manual or from any subsequent Addenda. The Contractor is responsible to review and follow the requirements of the Project Manual.*

**RECEIPT OF BIDS:** April 11, 2024 at 2:00 p.m., See Advertisement for more info

**DESCRIPTION OF WORK:** The Project consists of constructing a five-span, 510-ft bridge carrying Forest Street over UPRR railroad tracks, including roadway approaches, tie-ins, retaining walls, and other utility adjustments along Forest Street. *This is not the full scope of work. See Bid Schedule and Drawings for additional info.*

**LOCATION OF THE WORK:** Forest Street from 1000 West to 600 West

**COMPLETION DATE:** October 31, 2025, See Agreement for more info.

**ENGINEER'S ESTIMATE:** \$25,091,619

**BONDS/INSURANCE:** Bids shall be accompanied by a Bid Bond. The Selected Contractor shall guarantee all work with a Performance Bond, Payment Bond, and Warranty Bond. See *Instructions to Bidders and Agreement* for more info.

**WARRANTY:** 1-year warranty on all work performed and materials installed is required.

**PROJECT ENGINEER:** Adam Birdsall, PE, [abirdsall@metrix.com](mailto:abirdsall@metrix.com), 801-739-2516

### INTERNAL PROJECT DOCUMENT LINKS:

- Bid Schedule
- Measurement and Payment
- Project Specific Specifications (where applicable)
- Drawings

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**Brigham City  
BRIGHAM CITY CONNECTION PROJECT**

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### CITY STANDARD SPECIFICATIONS

All provisions of the current adopted Public Works Standards, with all amendments and revisions, are made a part of the Technical Specifications by reference.

### 2017 MANUAL OF STANDARD SPECIFICATIONS (commonly known as APWA Specs)

Except for the General Conditions (Document 00-72-00), all provisions of the Manual of Standard Specifications, 2017 Edition, as published by the Utah LTAP Center, Utah State University, Logan, Utah, with all published amendments, are hereby made a part of the Technical Specifications by reference.

### UDOT STANDARD SPECIFICATIONS AND DRAWINGS

All provisions of the current adopted UDOT Standard Specifications and Drawings, with all amendments and revisions, are made a part of the Technical Specifications by reference.

## PART 5 – DRAWINGS

Brigham City Connection Project, 133 of Sheets

## PART 6 – APPENDIX

Geotechnical Engineering Report Brigham City Connection Project – Forest Street Overpass dated February 28, 2024, by Terracon Consultants, Inc.

**REFERENCE ONLY**  
... obtain an original set  
... specified in the  
... only and shall

# Part 1: Bidding Requirements

**FOR**  
General Contract  
of plans from the original  
contract documents. These  
not be



**DOCUMENT 00 11 13**  
**ADVERTISEMENT FOR BIDS FOR BRIGHAM CITY CONNECTION PROJECT**

Sealed Bids for the construction of the **Brigham City Connection Project** will be received by Brigham City, at the office of the City Recorder, 20 North Main Street (PO BOX 1005, if USPS), Brigham City, UT, until 2:00 p.m. local time on April 11, 2024, at which time the Bids received will be publicly opened and read. The Project consists of constructing a five-span, 510-ft bridge carrying Forest Street over UPRR railroad tracks, including roadway approaches, tie-ins, retaining walls, and other utility adjustments along Forest Street. The project work area is on Forest Street from 1000 West to 600 West. The project has an Engineer's Estimate of \$25,091,619.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis, as indicated in the Bid Form. All documents listed in paragraph 7.01 of the Bid Form must be submitted.

No pre-bid conference will be held.

The Issuing Office for the Bidding Documents is: Parametrix Consult, Inc., 4179 Riverboat Rd Suite 130, Taylorsville, Utah 84123, (801) 307-3400. Questions related to the Bidding Documents are to be submitted in writing to Adam Birdsall at [abirdsall@parametrix.com](mailto:abirdsall@parametrix.com) no later than 5:00 p.m. on April 4, 2024.

Bidding Documents may be viewed and purchased online at [www.jonescivil.com](http://www.jonescivil.com). Following registration and payment of \$20.00, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as portable document format (PDF) files. Upon request, a printed copy of the Bidding Documents may be obtained from the Issuing Office for \$40 per copy. Costs related to obtaining Bidding Documents are non-refundable.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

Owner reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards in the best interests of the Owner.

END OF ADVERTISEMENT FOR BIDS

Full notice of this advertisement for bids can also be obtained from:

- City Office, 20 North Main Street, Brigham City, UT
- [www.bcutah.org](http://www.bcutah.org)
- [www.utah.gov/pmn](http://www.utah.gov/pmn)

For a copy of the advertisement, please call 435-734-6600.

DOCUMENT 00 21 13  
INSTRUCTIONS TO BIDDERS

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**ARTICLE 1 – DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work:

A. Bidder shall submit with its Bid those items listed in Paragraph 7.01 of the Bid Form; and

B. After submitting its Bid and within fourteen (14) days of Owner's request, Bidder shall submit those items listed in Paragraph 7.02 of the Bid Form.

C. When providing Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. The Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

B. Not Used.

#### 4.02 Existing Site Conditions

##### A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

###### 1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
- b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

##### B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

##### C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site

that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 No pre-Bid conference will be held.

#### ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing no later than 72 hours in advance of the opening of Bids. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than 72 hours prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.



**ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

**ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which Milestones are to be achieved, if specified, and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

**ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion or completion of the Work in readiness for final payment, are set forth in the Agreement.

**ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 72 hours prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

#### ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 After the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors performing greater than 5% of the work (cost-based), as well any material suppliers, pipe and appurtenance suppliers, asphalt suppliers, concrete suppliers, and other suppliers as requested by Owner or Engineer.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

#### ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink, and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.



- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### ARTICLE 14 – BASIS OF BID

##### 14.01 *Base Bid with Alternates*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the base Bid and include separate unit prices for each item of Work listed in each alternate described in the Bidding Documents and as provided for in the Bid Form, unless otherwise indicated. The total price for each alternate will be the amount added to or deleted from the total base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

##### 14.02 *Sectional Bids*

- A. Bidders may submit a Bid on a unit price basis for any individual section or any combination of sections, as set forth in the Bid Form. When submitting a Bid for a section, a unit price shall be specified for each item of Work in that section.

- B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.
- C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.
- D. Bidders offering a Bid on one or more sections shall be capable of completing the Work covered by those sections within the time period stated in the Agreement.

#### 14.03 Unit Price

- A. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions. Unit Price shall be submitted as dollars and cents with no more than 2 decimal points given (e.g., \$2.50).
- B. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 14.04 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

### ARTICLE 15 – SUBMITTAL OF BID

15.01 The Bid Form is to be completed and submitted with the Bid Security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the location of the opening of Bids as indicated in the Advertisement for Bids. It is the responsibility of the Bidder to verify receipt of the Bid.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

**ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

**ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. When unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items. Discrepancies between the multiplication of units of Work and unit

prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Unit prices shall be rounded to the hundredth of a dollar (e.g. \$1.67, not \$1.666).

C. *Base Bid with Alternates*

In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes, alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

D. *Sectional Bids*

For determination of the apparent low Bidder(s), Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

**ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within ten (10) days thereafter, Owner shall deliver one (1) fully executed counterpart of the Agreement to Successful Bidder, together with electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

END OF INSTRUCTIONS TO BIDDERS



DOCUMENT 00 41 23

BID FORM

BRIGHAM CITY CONNECTION PROJECT

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**FOR BIDDING REFERENCE ONLY**  
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Brigham City  
20 North Main Street  
Brigham City, UT 84302**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

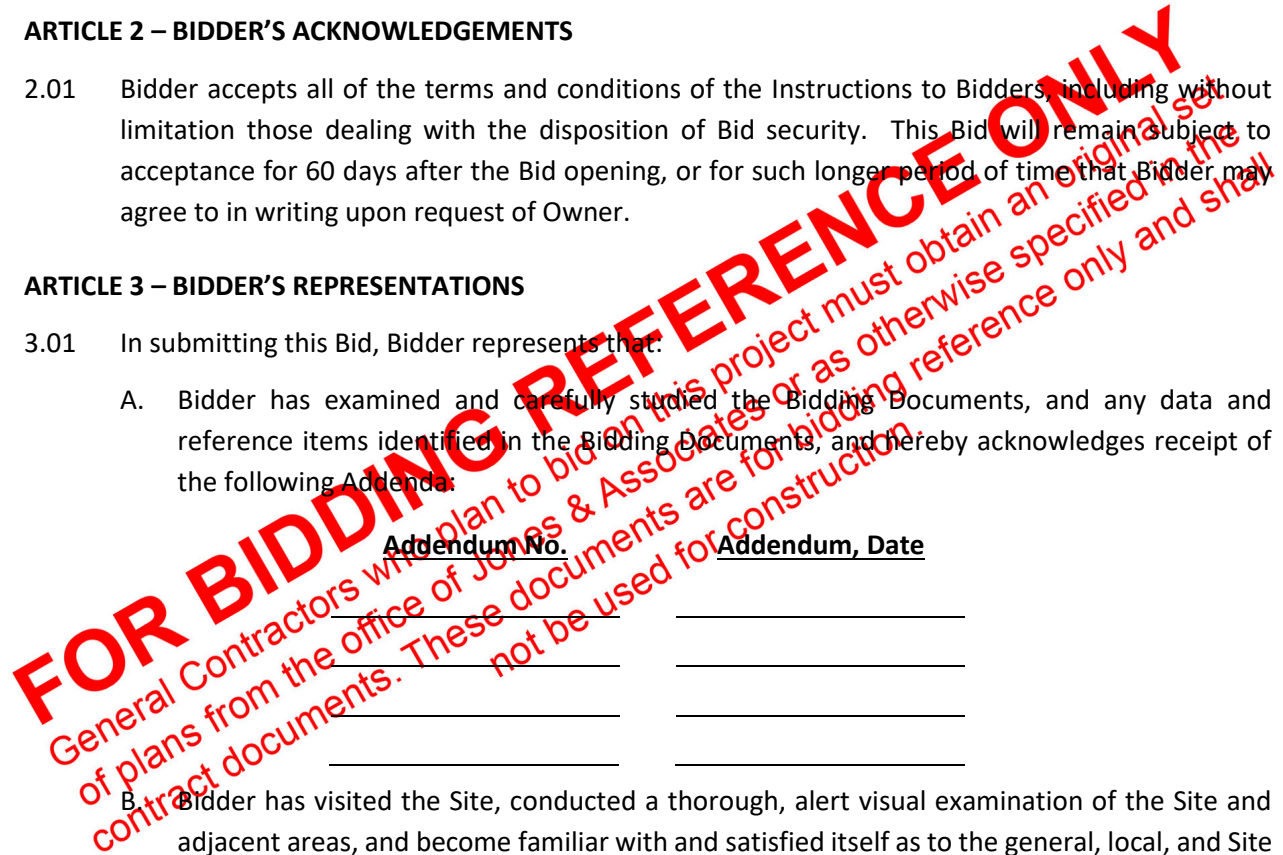
A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.





- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

*Bid Schedule on following page(s)*

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

**BID SCHEDULE  
BRIGHAM CITY  
BRIGHAM CITY CONNECTION PROJECT**

CONTRACTOR: \_\_\_\_\_

**BASE BID**

Item #	M&P Reference*	Bid Item Description	Estimated Quantity	Unit	Unit Price**	Bid Price
1	MP 1	Mobilization	1	ls	\$	\$
2	MP 2	UPDES Storm Water Regulations Compliance (over 1 Acre)	1	ls	\$	\$
3	MP 3	Traffic Control	1	ls	\$	\$
4	MP 4	Survey	1	ls	\$	\$
5	MP 5	Remove Existing Asphalt	84,152	sf	\$	\$
6	MP 6	Remove Existing Fence	619	lf	\$	\$
7	MP 7	Remove Mailbox	1	ea	\$	\$
8	MP 8	Remove Concrete Sidewalk	10,339	sf	\$	\$
9	MP 9	Remove Concrete Driveway	3,251	sf	\$	\$
10	MP 10	Remove Curb	15	lf	\$	\$
11	MP 11	Remove Curb and Gutter	2,551	lf	\$	\$
12	MP 12	Remove Pipe	143	lf	\$	\$
13	MP 13	Remove Catch Basin	5	ea	\$	\$
14	MP 14	Borrow	5,444	cy	\$	\$
15	MP 15	Granular Borrow	5,153	ton	\$	\$
16	MP 16	Roadway Excavation	8,861	cy	\$	\$
17	MP 17	Relocate Mailbox	3	ea	\$	\$
18	MP 18	Cold Milling Bituminous Pavement, Depth = 3"	3,950	sy	\$	\$
19	MP 19	Cold Milling Bituminous Pavement, Variable Depth	205	sy	\$	\$
20	MP 20	Untreated Base Course, Grade 1	3,275	ton	\$	\$
21	MP 21	Pulverized Pavement Base Course	785	sy	\$	\$
22	MP 22	Seal Coat	14,441	sy	\$	\$
23	MP 23	Tack Coat	14,441	sy	\$	\$
24	MP 24	Prime Coat	10,287	sy	\$	\$
25	MP 25	Hot Mix Asphalt Pavement: SP-3/8, PG 64-34	3,420	ton	\$	\$
26	MP 26	Concrete Curb and Gutter, City Standard	1,911	lf	\$	\$
27	MP 27	Concrete Curb, Type P	118	lf	\$	\$
28	MP 28	Concrete Curb, Type M2	170	lf	\$	\$

29	MP 29	Concrete Curb and Gutter Transition	2 ea	\$	\$
30	MP 30	Concrete Curb and Gutter Access Transition	2 ea	\$	\$
31	MP 31	Concrete Curb Type M2 Plowable End Section	3 ea	\$	\$
32	MP 32	6-Ft Precast Concrete Parking Stop Block	16 ea	\$	\$
33	MP 33	4" Thick Concrete Flatwork	301 sf	\$	\$
34	MP 34	4" Thick Concrete Sidewalk	7,974 sf	\$	\$
35	MP 35	6" Thick Concrete Sidewalk	225 sf	\$	\$
36	MP 36	Driveway Approach	1,188 sf	\$	\$
37	MP 37	Driveway, 7" Thick	741 sf	\$	\$
38	MP 38	Concrete Pedestrian (ADA) Access Ramp	2 ea	\$	\$
39	MP 39	8-Ft Black Chain Link Fence, Type III	96 lf	\$	\$
40	MP 40	6-Ft Black Chain Link Fence, Type III	26 lf	\$	\$
41	MP 41	4.5-Ft Black Chain Link Barrier Mounted Fence, Type III	1,462 lf	\$	\$
42	MP 42	8-Ft to 4.5-Ft Black Chain Link Barrier Mounted Fence Transition, Type III	48 lf	\$	\$
43	MP 43	6-Ft Galvanized Chain Link Fence, Type III	414 lf	\$	\$
44	MP 44	Right-of-Way Fence, Type B (Metal Post)	534 lf	\$	\$
45	MP 45	8-Ft X 4.5-Ft Wide Black Chain Link Man Gate, Type III	1 ea	\$	\$
46	MP 46	8-Ft X 8-Ft Wide Black Chain Link Man Gate, Type III	1 ea	\$	\$
47	MP 47	6-Ft X 12-Ft Wide Galvanized Chain Link Gate, Type III	2 ea	\$	\$
48	MP 48	6-Ft X 16-Ft Wide Galvanized Chain Link Gate, Type III	2 ea	\$	\$
49	MP 49	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch Stepped Median Barrier	84 lf	\$	\$
50	MP 50	Cast-In-Place Concrete Constant Slope Half Barrier 42 Inch	1,202 lf	\$	\$

51	MP 51	Cast-In-Place Concrete Constant Slope Half Barrier - 42 Inch in Front of Retaining Wall BA 3K13	499	lf	\$	\$
52	MP 52	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch Trailing Sloped End Section	1	ea	\$	\$
53	MP 53	Cast-In-Place Concrete Constant Slope Half Barrier - 42 Inch Trailing Sloped End Section	1	ea	\$	\$
54	MP 54	Cast-In-Place Concrete Constant Slope Half Barrier - 42 Inch to 42 Inch Bridge Parapet End Section with Moment Slab BA 3K14	2	ea	\$	\$
55	MP 55	Cast-In-Place Concrete Constant Slope Half Barrier - 42 Inch, Full Height End Section With Moment Slab Foundation BA 3K2	2	ea	\$	\$
56	MP 56	Cast-In-Place Constant Slope Barrier - 42 Inch, Lighting Foundation	9	ea	\$	\$
57	MP 57	Cast-In-Place Constant Slope Stepped Median Barrier - 42 Inch Lighting Foundation	1	ea	\$	\$
58	MP 58	Modified Sloped End Section (Northwest End)	1	ea	\$	\$
59	MP 59	Modified Sloped End Section (Northeast End)	1	ea	\$	\$
60	MP 60	Retaining Wall To Retaining Stepped Barrier Transition (Northeast)	1	ea	\$	\$
61	MP 61	Retaining Wall To Retaining Stepped Barrier Transition (Southeast)	1	ea	\$	\$
62	MP 62	Check Dam – Fiber Roll	53	lf	\$	\$
63	MP 63	Silt Fence	193	lf	\$	\$
64	MP 64	Drop-Inlet Barrier – Fiber Roll	456	lf	\$	\$
65	MP 65	Granular Backfill Borrow (Plan Quantity)	2,311	cy	\$	\$
66	MP 66	Temporary Retaining Wall	1	ls	\$	\$
67	MP 67	Pile Driving Equipment	1	ls	\$	\$
68	MP 68	Driven Piles, 16 Inch	18,558	lf	\$	\$
69	MP 69	Chain Link Fence on Structure	1,126	lf	\$	\$

70	MP 70	Reinforcing Steel – Uncoated CM (Plan Quantity)	70,660	lb	\$	\$
71	MP 71	Reinforcing Steel – Uncoated CS (Plan Quantity)	182,404	lb	\$	\$
72	MP 72	Reinforcing Steel – Coated (Plan Quantity)	411,548	lb	\$	\$
73	MP 73	Structural Concrete (Est Qty 1,390 CY)	1	ls	\$	\$
74	MP 74	Structural Concrete – Low Shrinkage Fiber (Est Qty 1,548 CY)	1	ls	\$	\$
75	MP 75	Partial Depth Precast Concrete Deck Panel	20,178	sf	\$	\$
76	MP 76	Thin Bonded Polymer Overlay, Type I	30,402	sf	\$	\$
77	MP 77	Concrete Coating Parapet	1,126	lf	\$	\$
78	MP 78	Structural Steel	1,872	lb	\$	\$
79	MP 79	Prestressed Concrete Member, 109 Ft 0 Inch Type UBT58	21	ea	\$	\$
80	MP 80	Prestressed Concrete Member, 90 Ft 4 Inch Type UBT58	14	ea	\$	\$
81	MP 81	Compression Seal Joint (Type A)	130	lf	\$	\$
82	MP 82	Concrete Coating (Plan Quantity)	23,438	sf	\$	\$
83	MP 83	Electrical Work Bridges	1	ls	\$	\$
84	MP 84	MSE Retaining Wall (Est Lump Qty: 26,759 SQ FT)	1	ls	\$	\$
85	MP 85	Weed Barrier Geotextile	158	sy	\$	\$
86	MP 86	Clear and Grub Site	1	acre	\$	\$
87	MP 87	Remove Tree	31	ea	\$	\$
88	MP 88	Green Vase Zelkova Tree, 2" Caliper	9	ea	\$	\$
89	MP 89	Irrigation System and Landscape Restoration	1	ls	\$	\$
90	MP 90	Decorative Rock Mulch	158	sy	\$	\$
91	MP 91	Remove Sign	7	ea	\$	\$
92	MP 92	Regulatory Sign, Post, and Base	4	ea	\$	\$
93	MP 93	Warning Sign, Post, and Base	2	ea	\$	\$
94	MP 94	Sign Relocation	2	ea	\$	\$
95	MP 95	Remove Pavement Striping	1,254	lf	\$	\$
96	MP 96	Remove Pavement Symbol	1	ea	\$	\$
97	MP 97	Pavement Marking Paint (4 Inch)	12,475	lf	\$	\$
98	MP 98	Pavement Marking Paint (8 Inch)	532	lf	\$	\$
99	MP 99	Pavement Marking Paint (12 Inch)	245	lf	\$	\$
100	MP 100	Pavement Marking Paint (24 Inch)	138	lf	\$	\$



101	MP 101	Pavement Symbol Paint	31	ea	\$	\$
102	MP 102	Roadway Electrical Work	1	ls	\$	\$
103	MP 103	Connect New Storm Drain to Existing Structure	3	ea	\$	\$
104	MP 104	15" Reinforced Concrete Pipe, Leak Resistant	730	lf	\$	\$
105	MP 105	18" Reinforced Concrete Pipe, Leak Resistant	305	lf	\$	\$
106	MP 106	Precast Manhole – 341.2-A	2	ea	\$	\$
107	MP 107	30" Frame and Cover – 302	2	ea	\$	\$
108	MP 108	44" Frame and Cover – 303	1	ea	\$	\$
109	MP 109	Cleanout Box 331.1 – 305	8	ea	\$	\$
110	MP 110	Collar Cover – 362	25	ea	\$	\$
111	MP 111	48" Grid Grate and Frame – 310	8	ea	\$	\$
112	MP 112	Raise Frame to Grade – 360.1	14	ea	\$	\$
113	MP 113	Precast Box – 332	1	ea	\$	\$

**Total Base Bid (Items# 1-113):** \$ \_\_\_\_\_

**\*To go directly to Measurement and Payment click here.**

**\*\*Unit Price shall contain no more than 2 decimal points (e.g., \$0.00)**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

FOR BIDDING REFERENCE ONLY

General Contractors who plan to bid on this project must obtain original copies of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and not to be used for construction.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors (see Document 00 43 36 for form);
  - C. Copy of current business license;
  - D. Copy of current Utah contractor's license; and
  - E. E-Verify Form<sup>1</sup> (see Document 00 45 39 for form).
- 7.02 The following documents shall be submitted upon request and made a condition of this Bid:
- A. List of Proposed Suppliers;
  - B. List of Project References; and
  - C. Required Bidder Qualification Statement with supporting data, upon request<sup>2</sup>.

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

[CONTINUED ON NEXT PAGE]

<sup>1</sup> Required for those Bidders with 15 or more employees. If not applicable, write "NA" on the form and submit the form as an attachment to the Bid.

<sup>2</sup> Standard forms will be provided.

ARTICLE 9 – BID SUBMITTAL

BIDDER: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

(Indicate correct name of bidding entity)

License Number: \_\_\_\_\_

BY: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for Giving Notices: \_\_\_\_\_

Phone: \_\_\_\_\_

POINT OF CONTACT FOR PROJECT

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Is the Point of Contact authorized to sign documents on behalf of the Bidding Entity?  YES  NO (If no, please complete information below)

AUTHORIZED SIGNATORY

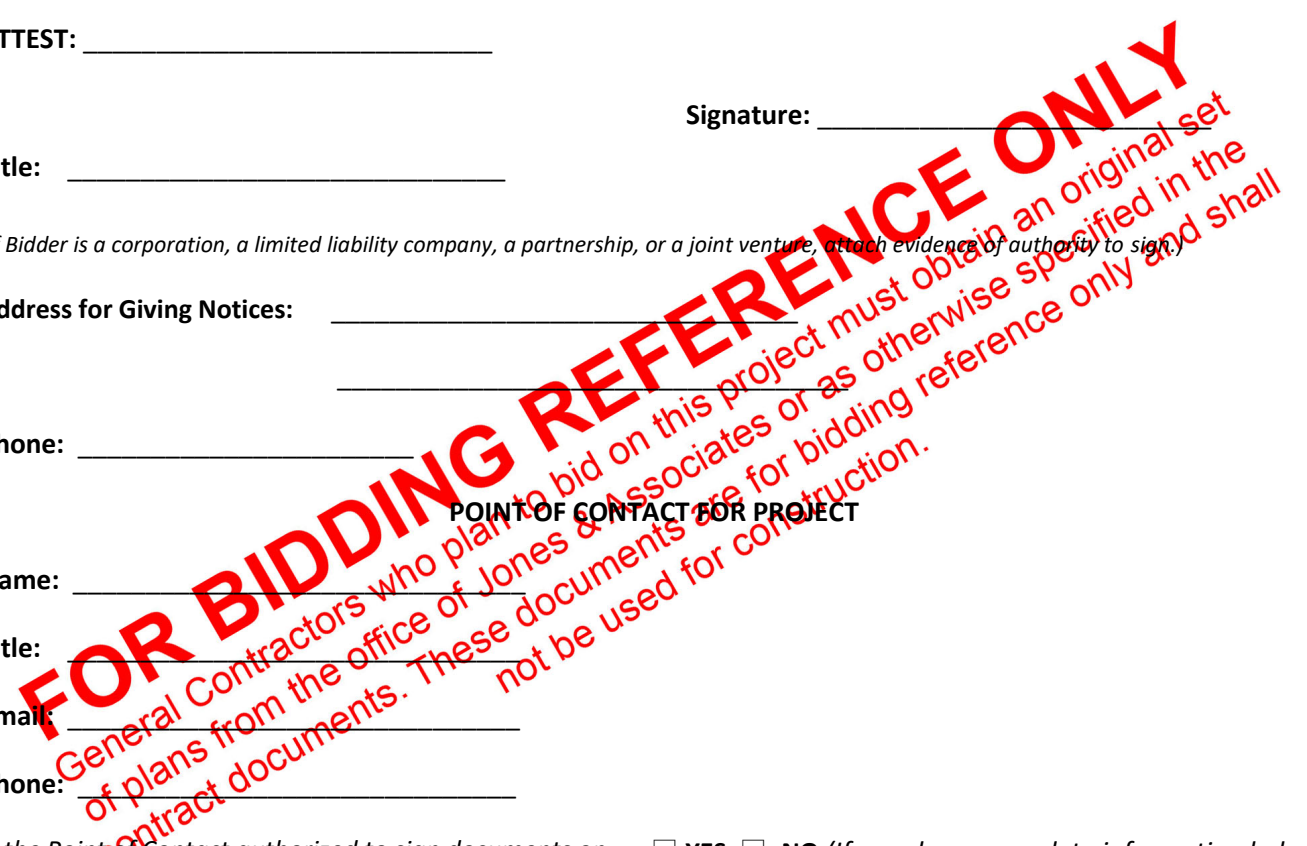
(If different from the point of contact listed above)

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

END OF BID FORM



DOCUMENT 00 43 13

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (Project Name — Include Location):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the Office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

**BIDDER**

**SURETY**

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

2. This obligation shall be null and void if:

- 2.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or



- 2.2 All Bids are rejected by Owner, or
- 2.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
7. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.

Prepared by the Engineers Joint Contract Documents Committee.



**DOCUMENT 00 43 36**  
**LIST OF PROPOSED SUBCONTRACTORS**

Subcontractor Company Name and Contact Person	Type of Work to be Performed	Estimated Percentage of Work

FOR BIDDING REFERENCE ONLY

General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Additional information to be provided upon Owner's request.

DOCUMENT 00 45 39
E-VERIFY FORM

\*COMPLETE IF COMPANY EMPLOYS OVER 15 EMPLOYEES\*

Private Employer Affidavit of Compliance Pursuant to Utah Code 63G-12-302

By executing this affidavit, the undersigned private employer verifies its compliance with Utah Code 63G-12-302, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or other authorized Status Verification System, in accordance with the applicable provisions and deadlines established in Utah Code. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Tax ID #

Name of Private Employer on File with E-Verify

I hereby declare under penalty of perjury that the foregoing is true and correct. I also acknowledge that the company will indemnify Brigham City from all fines, penalties, and costs associated with the company's non-compliance with Utah Code 63G-12-302.

Signature of Authorized Officer or Agent

Date

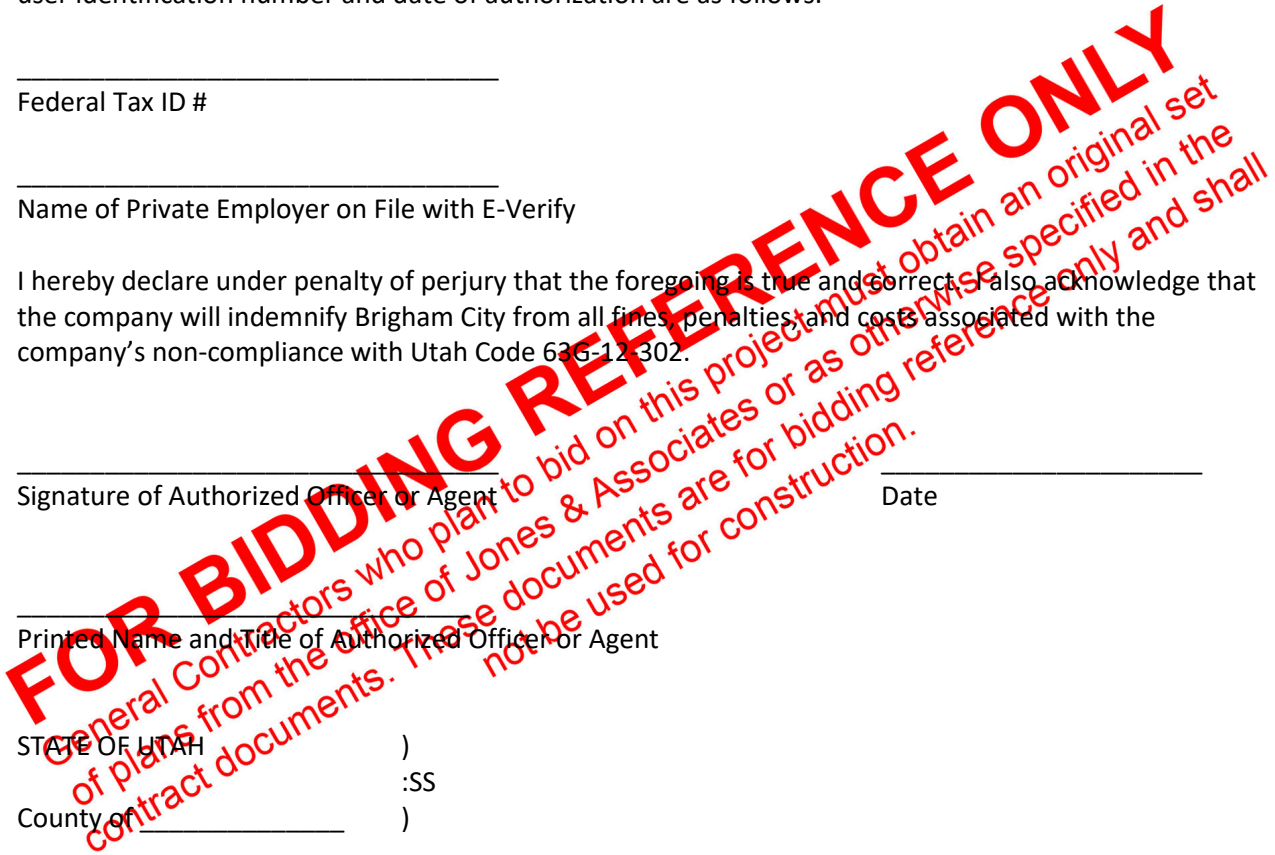
Printed Name and Title of Authorized Officer or Agent

STATE OF UTAH )
:SS
County of \_\_\_\_\_ )

On \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, personally appeared before me

\_\_\_\_\_ the signer of the within instrument, who duly acknowledged to me that she executed the same.

Notary Public



**REFERENCE ONLY**  
... obtain an original set  
... specified in the  
... only and shall

## Part 2: Contracting Requirements

**FOR**  
General Contract  
of plans from the original  
contract documents. These  
not be

DOCUMENT 00 51 00  
NOTICE OF AWARD

Date of Issuance: \_\_\_\_\_

Owner: Brigham City

Project: Brigham City Connection Project Engineer: Parametrix

Bidder:

Bidder Address:

**TO BIDDER:**

You are hereby notified that Owner has accepted your Bid dated April 11, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: *Base Bid*

The Contract Price of the awarded Contract is: \$

[1] unexecuted counterparts of the Agreement accompany this Notice of Award.

You must comply with the following conditions within 15 days of the date of this Notice of Award:

1. Deliver to Owner the Contract security and insurance documentation as specified in the Instructions to Bidders, General Conditions, Articles 2 and 6, and Supplementary Conditions.
2. Deliver to Owner the Agreement, fully executed by Bidder (signed electronically or in person, as specified by Engineer)
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

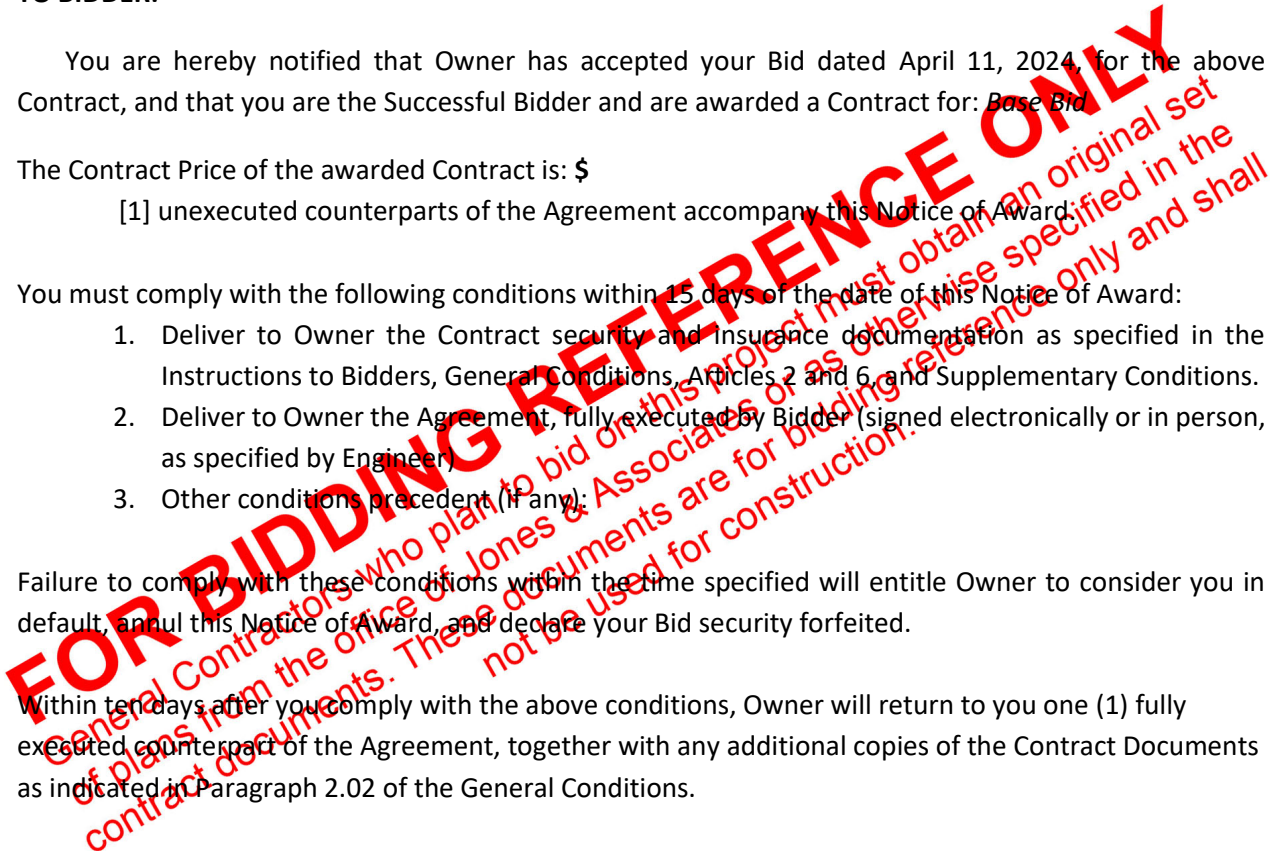
Within ten days after you comply with the above conditions, Owner will return to you one (1) fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Brigham City

By: \_\_\_\_\_

Title: Mayor

Copy: Engineer



**DOCUMENT 00 52 00**  
**AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between **Brigham City** ("Owner") and **Contractor Name** ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: *constructing a five-span, 510-ft bridge carrying Forest Street over UPRR railroad tracks, including roadway approaches, tie-ins, retaining walls, and other utility adjustments along Forest Street, and any other items required to render the project complete.*

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Brigham City Connection Project**

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Parametrix.

3.02 The Owner has retained Parametrix ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Date

A. The Work will be substantially completed by **October 31, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 days following the date of Substantial Completion.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the



actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 Warranty Period

- A. Work will be warranted by the Contractor for one (1) year following the date of the Certificate of Substantial Completion.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid attached hereto as an exhibit.

### ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Ninety-five (95) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

#### ARTICLE 7 – NOT USED

#### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 To induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Warranty bond.
  - 5. General Conditions (pages 1 to 23, inclusive).
  - 6. Supplementary Conditions.
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings (not attached but incorporated by reference) consisting of 133 sheets with each sheet bearing the following general title: Brigham City Connection Project.
  - 9. Addenda (numbers \_\_\_ to \_\_\_, inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.
  - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;



3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

*[continued on next page]*

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER: BRIGHAM CITY

CONTRACTOR:

By: Dennis J. Bott

By: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Recorder

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Brigham City

20 North Main Street

Brigham City, UT 84302

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

DOCUMENT 00 55 00  
NOTICE TO PROCEED

Project: Brigham City Connection Project

Effective Date:

Owner: Brigham City

Engineer: Parametrix

Contractor:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_ . *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is **October 31, 2025**, and the date of readiness for final payment is November 30, 2025.

Before starting any Work at the Site, Contractor must comply with the following:

*[Note any access limitations, security procedures, or other restrictions (e.g. NOI, bldg permit, TCP)]*

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Owner: Brigham City

By: \_\_\_\_\_

Title: Public Works Director

Date Issued: \_\_\_\_\_

Copy: Engineer

EJCDC® C-550, Notice to Proceed.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

DOCUMENT 00 61 13.13
PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: [ ] None [ ] See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: Signature

By: Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: Signature

Attest: Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default.

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in

excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever

occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

EJCDC® C-610, Performance Bond

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DOCUMENT 00 61 13.16  
PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form:  None  See Paragraph 18.

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
(seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
(seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

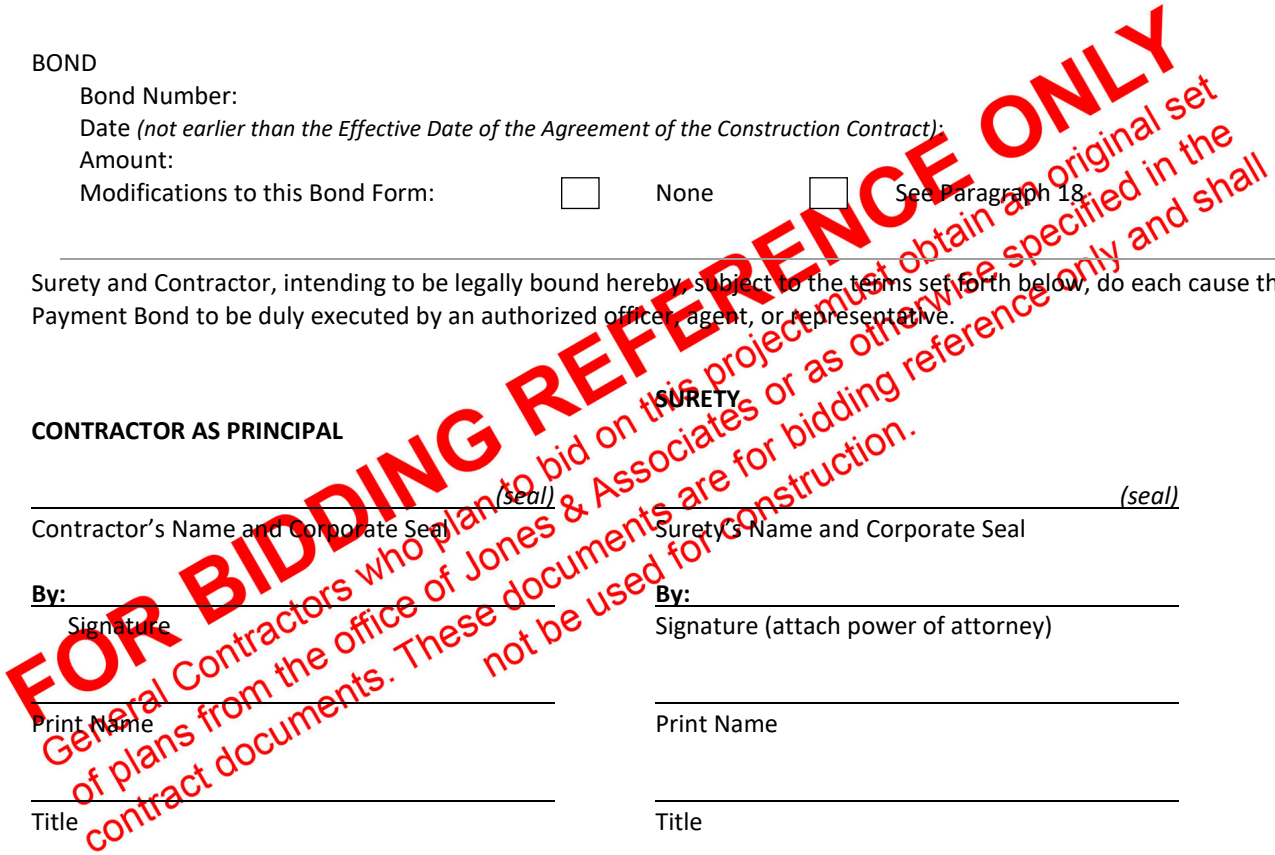
Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
  - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
    1. The name of the Claimant;
    2. The name of the person for whom the labor was done, or materials or equipment furnished;
    3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    4. A brief description of the labor, materials, or equipment furnished;
    5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    7. The total amount of previous payments received by the Claimant; and

available to sureties as a defense in the jurisdiction of the suit shall be applicable.

- 8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

EJCDC® C-615, Payment Bond

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**Document 00 61 13.19  
WARRANTY BOND**

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Construction Contract</b></p> <p>Description (<i>name and location</i>): _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p> <p>Contract's Date of Substantial Completion: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p>Bond Period: Commencing on the date of Substantial Completion of the Work under the Construction Contract and continuing until 1 year after such Substantial Completion.</p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Item 8</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Contractor as Principal</b></p> <p>_____</p> <p>(Full formal name of Contractor)</p> <p>By: _____</p> <p align="center"><i>(Signature)</i></p> <p>Name: _____</p> <p>Title: _____</p> <p>Attest: _____</p> <p align="center"><i>(Signature)</i></p> <p>Name: _____</p> <p>Title: _____</p>	<p><b>Surety</b></p> <p>_____</p> <p>(Full formal name of Surety) (<i>corporate seal</i>)</p> <p>By: _____</p> <p align="center"><i>(Signature) (Attach Power of Attorney)</i></p> <p>Name: _____</p> <p>Title: _____</p> <p>Attest: _____</p> <p align="center"><i>(Signature)</i></p> <p>Name: _____</p> <p>Title: _____</p>

**FOR BIDDING REFERENCE ONLY**  
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.



The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.

1. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
2. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
3. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
4. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
5. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
6. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
7. Definitions
  - 7.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 7.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
  - 7.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
  - 7.4. *Substantial Completion*—As defined in the Construction Contract.
  - 7.5. *Work*—As defined in the Construction Contract.
8. Modifications to this Bond are as follows:

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**DOCUMENT 00 62 16  
CERTIFICATE OF INSURANCE**

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**PART 1 GENERAL**

---

**1.1 PROCEDURE**

- A. For filing purposes, add Certificate of Insurance to the Contract Documents following this page.

END OF DOCUMENT

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**REFERENCE ONLY**  
... obtain an original set  
... specified in the  
... only and shall

# Part 3: Conditions of the Contract

**FOR**  
General Contract  
of plans from the original  
contract documents. These  
not be

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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as otherwise specified in the  
reference only and shall

**FOR BIDDING**  
General Contractors  
of plans from the  
contract documents



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**STANDARD GENERAL CONDITIONS OF THE  
CONSTRUCTION CONTRACT**

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work



under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the Office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

#### 1.02 Terminology

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of certain Terms or Adjectives:*

The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility



contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.



- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing

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Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to

applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and



binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

- 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer;
- 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

### 4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve



the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not

unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such



condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements



or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others, and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site,
  - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site,
  - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or

schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work, subject, however, to the following:
  - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
  - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take

corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or



by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.



6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other

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party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

#### 6.03 Contractor's Insurance

A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

- 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
- 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
- 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
- 4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

- 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
- 2. claims for damages insured by reasonably available personal injury liability coverage.
- 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

- 1. Products and completed operations coverage:
  - a. Such insurance shall be maintained for three years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
- 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

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General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after

Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
  1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
4. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:



1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement, or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.



9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or

against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

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General contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

C. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:
  - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
  - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3) it has a proven record of performance and availability of responsive service; and
  - 4) it is not objectionable to Owner.



- b. Contractor certifies that, if approved and incorporated into the Work:
  - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.



3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

- 1) perform adequately the functions and achieve the results called for by the general design,
- 2) be similar in substance to that specified, and
- 3) be suited to the same use as that specified.

b. will state:

- 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
- 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

- 1) all variations of the proposed substitute item from that specified, and
- 2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

**B. Engineer's Evaluation and Determination:** Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

**C. Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**D. Reimbursement of Engineer's Cost:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for

the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the

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replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design,

process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by



applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and



3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

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General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph

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7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or for bidding reference only and shall not be used for construction.



- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the

survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## ARTICLE 8 – OTHER WORK AT THE SITE

### 8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and
  3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim



arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 9 – OWNER'S RESPONSIBILITIES

### 9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### 9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### 9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be

required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereof of such other individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

#### 10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.



## ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*

- a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other

engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

- b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the

proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.



- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12 – CLAIMS**

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents, and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

#### ARTICLE 13 – COST OF THE WORK, ALLOWANCES, UNIT PRICE WORK

##### 13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation,

loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. **Costs Excluded:** The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (or partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.



4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**14.01 Access to Work**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

**14.02 Tests, Inspections, and Approvals**

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs

incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated,

installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.



1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

### 15.01 Progress Payments

A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design

professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;

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- i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or

corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 Final Payment

##### A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special



guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

**FOR BIDDING REFERENCE ONLY**  
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## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid

to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

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- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim or of a Denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18 – MISCELLANEOUS

### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.



18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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## DOCUMENT 00 73 00

## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY****1.01** *Defined Terms.*

Add the following term after number 48.

49. Written Notice – Paper or electronic communication.

**ARTICLE 2 – PRELIMINARY MATTERS****2.01** *Delivery of Bonds and Evidence of Insurance*

A. Paragraph 2.01.B of the General Conditions requires that Contractor furnish certificates of insurance. Paragraph 6.02.C states that upon request by Owner or other named or additional insureds, Contractor must provide evidence of insurance such as copies of required policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Parallel provisions apply to Owner and the insurance that Owner is required to provide. Rather than relying on this two-step process (delivery of certificates of insurance at the outset; subsequent requests for additional evidence of insurance), some contract drafters may elect to require from the outset that copies of the insurance policies, rather than certificates of insurance, be delivered to the other party. If exchange of copies of insurance policies is required, the following should be used:

**SC 2.01** Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

- B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out

(redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

#### 2.02 Copies of Documents

##### SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor an electronic portable document format (PDF) copy of the Contract Documents (including one fully executed counterpart of the Agreement).

### ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### SC-3.03 Reporting and Resolving Discrepancies:

##### SC-3.03 Add the following new paragraphs after Paragraph 3.03.B.1:

2. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
  1. Geotechnical Engineering Report Brigham City Connection Project – Forest Street Overpass dated February 28, 2024, by Terracon Consultants, Inc.

##### Add the following new section following Section 3.05:

#### SC-3.06 Order of Precedence

- A. The order of the Technical Specifications as listed in the Document 00 01 10 Table of Contents shall be deemed the order of precedence of such documents.

### ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

#### 4.03 Reference Points

##### SC- 4.03 Add the following new paragraph after 4.03.A:

- B. Construction Staking shall be the responsibility of the Contractor.

### ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

#### SC-5.03 Subsurface and Physical Conditions

##### SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
  1. Report dated February 28, 2024, prepared by Terracon Consultants, Inc. for Brigham City Connection Project – Forest Street Overpass.

5.06 *Hazardous Environmental Conditions*

**SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:**

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

**ARTICLE 6 – BONDS AND INSURANCE**

SC-6.01 *Performance, Payment, and Other Bonds*

**SC 6.01 Add the following new paragraph immediately after Paragraph 6.01.F:**

- G. Warranty Bond: Contractor shall furnish a warranty bond in an amount at least equal to the Contract Price, as security that Contractor will meet the contractual correction period obligations during a specified period of time after construction has been completed. This bond shall remain in effect until one (1) Year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract.

SC-6.03 *Contractor’s Insurance*

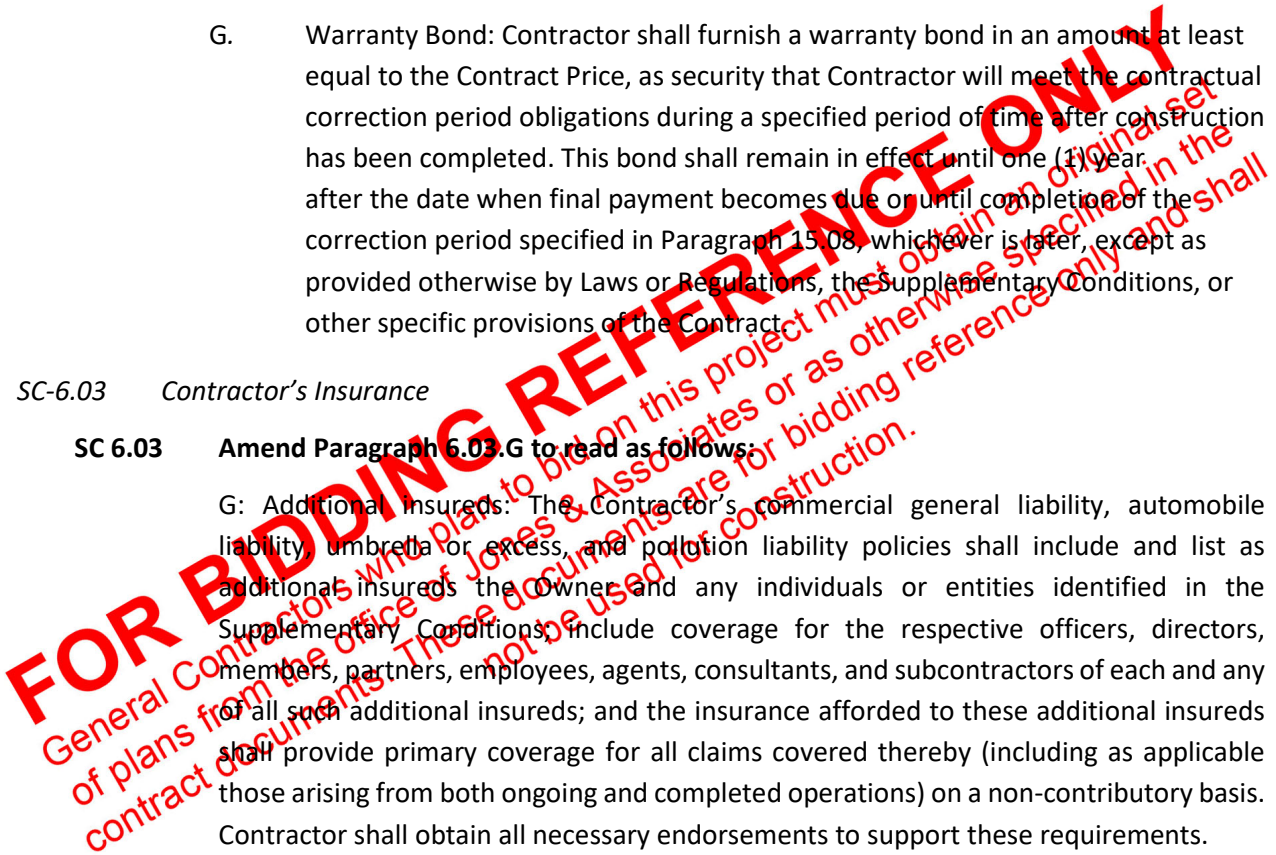
**SC 6.03 Amend Paragraph 6.03.G to read as follows:**

G: Additional Insureds: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds the Owner and any individuals or entities identified in the Supplementary Conditions, include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

**SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:**

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Federal, if applicable (e.g., Longshoreman’s):	Statutory
Employer’s Liability:	





Bodily injury/disease aggregate	\$ 1,000,000
<hr/>	
2. Contractor’s Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:	
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 1,000,000
<hr/>	
3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:	
Combined Single Limit of	\$ 1,000,000
[or]	
Bodily Injury:	
Each person	\$ 500,000
Each accident	\$ 1,000,000
Property Damage:	
Each accident	\$ 1,000,000
<hr/>	
4. Excess or Umbrella liability:	
Per Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000
<hr/>	
5. Not Used.	
6. Additional Insureds: In addition to Owner, include as additional insureds the following: none	

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**SC 6.05 Add the following new paragraph immediately after Paragraph 6.05.F:**

G. *Builder’s Risk Insurance Requirement:* Builder’s Risk insurance shall only apply to those Projects involving construction of or modification to an Owner-owned building or as otherwise required by the Owner and expressly stated in the Agreement.

**ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES**

*SC-7.02 Labor; Working Hours*

**SC-7.02.A Amend Paragraph 7.02.A to read as follows:**

Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, construction staking, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

**SC-7.02.B Add the following new paragraph immediately after Paragraph 7.02.B:**

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

**SC-7.02.C Add the following new subparagraph immediately after Paragraph 7.02.C:**

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as the difference between regular hourly rates and overtime hourly rates.

*SC-7.06 Concerning Subcontractors, Supplier, and Others*

**SC-7.06.A Add the following sentence immediately after the second sentence:**

Contractor shall not subcontract for more than 50% of the contract price without express, written approval from Owner.

**ARTICLE 8 – [NO CHANGES]**

**ARTICLE 9 – [NO CHANGES]**

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

*SC-10.03 Project Representative*

**SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:**

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
  1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress

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that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:
  - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. Records:
  - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - c. Maintain records for use in preparing Project documentation.
11. Reports:
  - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to

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be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

**ARTICLE 11 – [NO CHANGES]**

**ARTICLE 12 – [NO CHANGES]**

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK***SC-13.01 Cost of the Work***SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:**

- c. Construction Equipment and Machinery:
- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the *Rental Rate Blue Book For Construction Equipment (edition current at time of bid opening)*. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

*SC-13.03 Unit Price Work***SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

f. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 50 percent from the estimated quantity of such item indicated in the Agreement; and
2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

**ARTICLE 14 – [NO CHANGES]**

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD****SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:**

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

**ARTICLE 16 – [NO CHANGES]****ARTICLE 17 – FINAL RESOLUTION OF DISPUTES****SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.**

## SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of an arbitration agency as agreed upon by the Parties, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
  2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written

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explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

**ARTICLE 18 – [NO CHANGES]**

END OF DOCUMENT

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.



DOCUMENT 00 91 13  
ADDENDA

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**PART 1 GENERAL**

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1.1 **PROCEDURE**

- A. For filing purposes, add Addenda to the Contract Documents following this page.

END OF DOCUMENT

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**REFERENCE ONLY**  
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... only and shall

# Part 4: Technical Specifications

**FOR**  
General Contract  
of plans from the original  
contract documents. These  
not be

**SECTION 01 11 00  
SUMMARY OF WORK****PART 1      GENERAL****1.1      WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Brigham City Forest Street Overpass 2024 Project consists of constructing a five-span, 510-ft bridge carrying Forest Street over UPRR railroad tracks, including roadway approaches, tie-ins, retaining walls, and other utility adjustments along Forest Street.
- B. This is not the full scope of work. See Bid Schedule and Drawings for additional info.

**1.2      WORK BY OTHERS**

- A. Union Pacific Railroad will be removing signs, track, and hardware associated with at-grade crossing closures as shown in the Drawings.
- B. Brigham City will be completing utility realignment as well as power infrastructure removal/relocation.
- C. Dry utility providers will be completing realignment construction work.

**1.3      FUTURE WORK**

- A. 900 W / American Way surface street improvements are planned after completion of this contract. This will be bid out separately.

**1.4      WORK SEQUENCE**

- A. Construction & Maintenance Agreement between Union Pacific Railroad and the City is in process. Any work within Railroad right-of-way must be done after that agreement is completed and the Contractor has obtained their own Right of Entry agreement with the Railroad.

**1.5      COORDINATION WITH OTHERS**

- A. Union Pacific Railroad
  - 1. Coordinate all work within Railroad right-of-way with Union Pacific Railroad to ensure the Work activities do not disrupt the Railroad schedule and that all safety requirements are met (flagging, etc.) as required by the Railroad.
  - 2. For submittals requiring Railroad review, provide adequate lead time for those reviews to be completed, including addressing comments and resubmittals.
- B. Coordinate with the City and other project stakeholders, property owners, etc. as needed to complete the Work.

**1.6      CONTRACTOR USE OF PREMISES**

- A. The City has identified parcels owned by the City that can be used for staging areas or for material stockpiles. Below is a list of addresses and parcel numbers of these locations:
  - 1. 893 West Forest Street and adjacent parcels
    - a. Parcel Numbers 03-105-0074, 03-105-0061, 03-105-0060, and 03-105-0073

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- 2. 948 West Forest Steet
  - a. Parcel Number 03-105-0071
- 3. Between 985 West and 965 West Forest Street
  - a. Parcel Number 03-105-0063

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**PART 2          PRODUCTS**

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Not Used

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**PART 3          EXECUTION**

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Not Used

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**SECTION 01 11 01  
MEASUREMENT AND PAYMENT**

---

**PART 1 GENERAL**

---

**1.1 SCOPE**

- A. Payment for the various items of the Bid Schedule, shall include all compensation to be received by Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of Owner and public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.
- B. Contractor shall provide a breakdown of all lump sum bid items into the individual line items relating to the lump sum task, as specified by Engineer, prior to Notice to Proceed.
- C. No additional payment will be made for rock excavation.
- D. References to applicable specifications have been provided as a courtesy to the Contractor. Inclusion of these specifications does not diminish the scope required to complete each item.

**1.2 SECTION INCLUDES**

- A. Measurement and payment criteria applicable to portions of the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

**1.3 AUTHORITY**

- A. Engineer will take all measurements and compute quantities accordingly.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.

**1.4 UNIT QUANTITIES SPECIFIED**

- A. Quantities and measurements indicated in the Contract Documents are for bidding and Contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Engineer shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, Contractor shall provide the required quantities at the unit sum/prices contained within the Bid Schedule.

**1.5 MEASUREMENT OF QUANTITIES**

- A. Measurements, unless specified otherwise, shall be interpreted to mean:

1. Lump Sum (ls): Completion of the item as a whole. Measurement of quantities in the field is not required. Payment will be based on the percentage of work completed.
2. Each (ea): Completion of item individually. Measurement of quantities in the field.
3. Weight (ton):  
 By Weight: Verification of tonnage shall be documented by delivery tickets supplied by the Contractor to the City. All tickets shall indicate the Owner's name, date, type material, truck number, project location, project number, gross weight and net weight of each material. Delivery tickets are to be turned in with all applicable pay requests. Weigh Scales: Inspected, tested and certified by the applicable State Weights and Measures department within the past year. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle. Metering Devices: Inspected, tested and certified by the applicable State department within the past year. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
4. Length  
 lineal feet (lf): Measured along the centerline or mean chord in the field, top back of curb for curb and gutter or unless otherwise indicated. For pipe measurements there will be no deduction in length for structures.
5. Volume  
 cubic foot (cf), cubic yard (cy): Measured by cubic dimension using mean length, width and height or thickness.
- Measurement shall be based upon the establishment of a known quantity agreed upon by the City (eg. known cubic yardage of a dump truck), use of the same measuring device established throughout the work performed, filled to the same location and counted thereafter. Verification of quantity shall be documented by the Contractor to the City inspection representative. Documentation shall indicate the Owner's name, date, type material excavated, truck

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number, project location, project number and percent filled based upon full capacity.

6. Area  
square foot (sf),  
square yard (sy), Acre (ac):

Measurement by Area: Measured by square dimension using mean length and width or radius.

#### 1.6 INCIDENTAL WORK

- A. No separate measurement or payment for incidental work.
- B. Incidental Work: Any work, materials or equipment that may be reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be supplied by Contractor at no additional cost to Owner whether or not specifically referenced.
- C. Damaged Areas: Areas damaged or disturbed by Contractor as a result of Contractor's failure to confine work activities or protect existing improvements shall not be included in the measurement to be eligible for payment.

#### 1.7 PAYMENT

- A. Unless specified otherwise in the bid item, payment shall include and be full compensation for the following:
  - 1. Mobilization
  - 2. Traffic control
  - 3. Labor
  - 4. Equipment
  - 5. Tools
  - 6. Materials
  - 7. Products
  - 8. Transportation of Materials (including loading, hauling, unloading)
  - 9. Services and incidentals
  - 10. Application or installation to render item complete as shown on Drawings, including those items that may not be specifically stated or shown but that are required to render the item complete
  - 11. Following manufacturer's requirements for installation
  - 12. Protection of existing utilities
  - 13. Coordination with and notification to residents / businesses for construction
  - 14. Coordination with Owner's representative(s)
  - 15. Compliance with all local, State, and Federal safety requirements
  - 16. Disposal and other fees
  - 17. Dust control
  - 18. Cleanup following completion of the item
  - 19. Testing

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20. Compaction
  21. Overhead and profit
  22. Applicable taxes, fees, bonds, and insurance
  23. Restoration of damaged improvements
  24. Completion of record drawings (to be provided to City Engineer)
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

#### 1.8 ACRONYMS

- A. The following is a list of the most used acronyms related to bid items. This is not meant to be an exhaustive list.
- |          |   |
|----------|---|
| 1. UTBC  | Untreated Base Course                       |
| 2. HMA   | Hot Mix Asphalt                             |
| 3. TBC   | Top back of Curb                            |
| 4. GB    | Granular Borrow                             |
| 5. ADA   | Americans with Disabilities Act             |
| 6. HVAC  | Heating/Ventilation/Air Conditioning        |
| 7. SCADA | Supervisory Control and Data Acquisition    |
| 8. UPDES | Utah Pollutant Discharge Elimination System |

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1.9 DESCRIPTION OF BID ITEM

M&P Reference	Bid Item	Unit	Payment Includes	Reference
MP 01	Mobilization	Lump Sum	All costs associated with mobilizing and demobilizing equipment and materials to and from the project site, mobilization, demobilization, establishment of offices, buildings, all OSHA required safety measures, sanitation, and other facilities necessary for the Work, bonds, snow removal, dust control, fees, permits (not specified as paid for elsewhere), administrative services, construction notifications, identifying and marking of construction limits, and all costs associated with the Work that are not included in other bid items. Payment shall be as follows: Percent of Original Contract Amount (Completed) --> Percent of Mobilization to be (Paid): 5% --> 50%, 25% -> 25%, 75% --> 25%	APWA Standard Specification: APWA 01 71 13
MP 02	UPDES Storm Water Regulations Compliance (Over One Acre)	Lump Sum	Compliance with the requirements of the Utah Pollutant Discharge Elimination System (UPDES) program including the Construction General Permit. Compliance includes the preparation of, and amendments to, a Storm Water Pollution Prevention Plan (SWPPP) by the Contractor, or authorized representative. Preparing a complete SWPPP including filing a Notice of Intent (NOI) to begin the project and filing a Notice of Termination (NOT) at the conclusion of the project, maintenance, inspections, and any other work necessary to comply with the SWPPP. Best management practices such as storm water gravel inlet sediment filters, silt fencing, erosion control mats, wash down pads, containment pads, dust abatement, regular clean-up, street sweeping, etc. Includes applications, permits, notifications, and other correspondence associated with the permit process. This item shall cover all aspects of construction and coordination with UPRR prior to related work within UPRR right-of-way.	Utah Department of Environmental Quality – UPDES Permit

FOR BIDDING  
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<b>MP 03</b>	Traffic Control	Lump Sum	All traffic control needed on the job. Includes state and local permitting, sub-contractor mobilization, barricades, traffic signs, portable construction message boards, flaggers, other channelizing devices, and all other measures needed to channel traffic and to protect construction personnel and the public (vehicular and pedestrian) from harm resulting from any construction activities. Includes all necessary notifications to public transportation and emergency service agencies with appropriate notice. Maintain reasonable continuous vehicular and pedestrian access for local residents/businesses throughout the duration of the project, including any notifications needed to communicate construction activities to the local residents/businesses. Preparation and on-going modification of a traffic control plan.	Project Specification: 01 55 26 M
<b>MP 04</b>	Survey	Lump Sum	Preparation for and placement of construction stakes necessary to construct the Project. Staking shall include, but not be limited to project limits, right-of-way, easements, centerline, grading, paving, utility piping, fittings, hydrants, valves, bends, manholes, inlet boxes, services, laterals, culverts, structures, fencing, cross sections of all stockpiles, final cross sections for earthwork quantities, reestablishing plan benchmarks, monuments and property corners, setting additional benchmarks as needed, and miscellaneous construction survey work.	APWA Standard Specification: APWA 01 71 23
<b>MP 05</b>	Remove Existing Asphalt	Sq Ft	Asphalt removal as shown on drawings, regardless of depth. Includes asphalt saw cutting and all material, equipment, and labor necessary for removing asphalt, utility locating and protection, and water. Includes removal of concrete collars where present, loading, hauling, and lawful disposal. Exclude from measurement and payment under Roadway Excavation.	APWA Standard Specification: APWA 02 41 14

<b>MP 06</b>	Remove Existing Fence	LF	Removal of existing fence as listed in the Bidding Schedule and shown on the Drawings. Includes lawful removal and disposal of fencing wire, fabric, webbing, slats, panels, rails, framing, posts, gates, foundation concrete, excavation, backfill, installation of post (if necessary) at the end of the removed section leaving the remaining fencing in good, functioning condition, and surface restoration.	APWA Standard Specification: APWA 02 41 13
<b>MP 07</b>	Remove Mailbox	Each	Lawful removal and disposal of mail box, post(s), and foundation(s).	APWA Standard Specification: APWA 02 41 13
<b>MP 08</b>	Remove Concrete Sidewalk	Sq Ft	Concrete sidewalk removal as shown on drawings, regardless of depth. Includes concrete saw cutting and all material, equipment, and labor necessary for removing concrete sidewalk, utility locating and protection, and water, if necessary. Includes loading, hauling, and lawful disposal.	APWA Standard Specification: APWA 02 41 14
<b>MP 09</b>	Remove Concrete Driveway	Sq Ft	Concrete driveway removal as shown on drawings, regardless of depth. Includes concrete saw cutting and all material, equipment, and labor necessary for removing concrete driveway, utility locating and protection, and water, if necessary. Includes loading, hauling, and lawful disposal.	APWA Standard Specification: APWA 02 41 14
<b>MP 10</b>	Remove Curb	LF	Concrete curb removal as shown on the Drawings. Includes saw cutting, removal of existing curb and gutter sections, loading, hauling, and lawful disposal.	APWA Standard Specification: APWA 02 41 14
<b>MP 11</b>	Remove Curb and Gutter	LF	Concrete curb and gutter removal as shown on the Drawings. Includes saw cutting, removal of existing curb and gutter sections, loading, hauling, and lawful disposal.	APWA Standard Specification: APWA 02 41 14
<b>MP 12</b>	Remove Pipe	LF	All material, equipment, and labor necessary for pipe removal. Includes all trenching, shoring, excavation, and backfill.	UDOT Standard Specification: UDOT Section 02221, 3.12

<b>MP 13</b>	Remove Catch Basin	Each	All material, equipment, and labor necessary for concrete box removal. Includes all trenching, shoring, excavation, and backfill.	UDOT Standard Specification: UDOT Section 02221, 3.11
<b>MP 14</b>	Borrow	Cu Yd	Importing and placement of borrow fill material to grade at site as shown on the Drawings. Includes loading and unloading, hauling, stockpiling, grade controls, grading, compaction, and dust control.	APWA Standard Specification: APWA 31 05 13
<b>MP 15</b>	Granular Borrow	Ton	Importing and placement of granular borrow to the thicknesses specified on the Drawings. Includes loading and unloading, hauling, stockpiling, grade controls, grading, compaction, and dust control.	APWA Standard Specification: APWA 31 05 13
<b>MP 16</b>	Roadway Excavation	Cu Yd	Roadway excavation to grade as shown on the Drawings. No classification of excavated materials shall be made, and excavation shall include the removal and subsequent handling of all water, earth, shale, loose or cemented gravel, loose rock, solid rock, or other materials of whatever nature excavated or otherwise removed in the performance of the work. Includes grade controls, excavation, stockpiling, loading, and hauling of on-site materials; grading to subgrade or final elevations, compaction, and dust control. Does not include asphalt or concrete removal.	Brigham City Standard Specification: 31 23 16 M
<b>MP 17</b>	Relocate Mailbox	Each	Concrete, labor, equipment, and any other materials required for removal, storage, and reinstallation.	APWA Standard Specification: APWA 32 01 07
<b>MP 18</b>	Cold Milling Bituminous Pavement, Depth = 3"	Sq Yd	All material, equipment, and labor necessary for cold milling. Includes lawful disposal of rotomill tailings.	APWA Standard Specification: APWA 32 01 16.71
<b>MP 19</b>	Cold Milling Bituminous Pavement, Variable Depth	Sq Yd	All material, equipment, and labor necessary for cold milling. Includes lawful disposal of rotomill tailings.	APWA Standard Specification: APWA 32 01 16.71



<b>MP 20</b>	Untreated Base Course, Grade 1	Ton	Importing and placement of untreated base course to the thicknesses specified on the Drawings. Includes loading and unloading, hauling, stockpiling, grade controls, rough and fine grading, rolling, compaction, and dust control. Does not include untreated base course included in other bid items.	APWA Standard Specification: APWA 32 11 23
<b>MP 21</b>	Pulverized Pavement Base Course	Sq Yd	All labor, tools, and equipment necessary to pulverize the material and cleanup following the pulverization process. Assumed total pulverizing depth of 10.5 inches.	APWA Standard Specification: APWA 32 11 24
<b>MP 22</b>	Seal Coat	Sq Yd	All material, equipment, and labor necessary for seal coat per Brigham City Standard Drawings.	Brigham City Standard Specification: 32 01 13.64 M and APWA Standard Specification: APWA 32 01 13.50
<b>MP 23</b>	Tack Coat	Sq Yd	All material, equipment, and labor necessary for tack coat per Brigham City Standard Drawings.	Brigham City Standard Specification: 32 12 13.13 M
<b>MP 24</b>	Prime Coat	Sq Yd	All material, equipment, and labor necessary for prime coat per Brigham City Standard Drawings.	APWA Standard Specification: APWA 32 12 13.19

<b>MP 25</b>	Hot Mix Asphalt Pavement: SP-3/8, PG 64-34	Ton	Aggregates, asphalt binder, hydrated lime and other additives, etc. Includes importing and placement of hot mix asphalt to the thicknesses specified in the Bidding Schedule and as shown on the Drawings. Includes cleaning of areas adjacent to paving prior to placement of asphalt, required tack along the edge of the adjacent asphalt and concrete, fine grading of base material prior to placement of pavement, loading and unloading, hauling, grade controls, providing smooth paving surface and transitions for vehicular traffic, rolling, and compaction.	Brigham City Standard Specification: 32 12 16.13 M
<b>MP 26</b>	Concrete Curb and Gutter, City Standard	LF	Installation and construction per Brigham City Standard Drawings. Includes placement of concrete curb and gutter as specified in the Bidding Schedule and shown in the Drawings. Includes placement of untreated base course per Brigham City Standard Drawings, excavation, forming, expansion and control joints, fiber reinforcement if required, drop-downs for driveways and pedestrian ramps, flares around inlet boxes, finishing, protection of concrete while curing, curing compound, backfill behind curb, landscape restoration, and repair of any damaged improvements.	Brigham City Standard Specification: 32 16 13 M
<b>MP 27</b>	Concrete Curb, Type P	LF	Installation and construction per APWA Standard Plans. Includes placement of concrete curb as specified in the Bidding Schedule and shown in the Drawings. Includes placement of untreated base course per APWA Standard Plans, excavation, forming, expansion and control joints, fiber reinforcement if required, finishing, protection of concrete while curing, curing compound, backfill behind curb, landscape restoration, and repair of any damaged improvements.	Brigham City Standard Specification: 32 16 13 M

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<b>MP 28</b>	Concrete Curb, Type M2	LF	Installation and construction per UDOT Standard Drawings. Includes placement of concrete curb as specified in the Bidding Schedule and shown in the Drawings. Includes placement of untreated base course per UDOT Standard Drawings, excavation, forming, expansion and control joints, fiber reinforcement if required, finishing, protection of concrete while curing, curing compound, backfill behind curb, landscape restoration, and repair of any damaged improvements.	Brigham City Standard Specification: 32 16 13 M
<b>MP 29</b>	Concrete Curb and Gutter Transition	Each	Installation and construction per Project Details. Includes placement of concrete curb and gutter as specified in the Bidding Schedule and shown in the Drawings. Includes placement of untreated base course per Project Details, excavation, forming, expansion and control joints, fiber reinforcement if required, flares around inlet boxes, finishing, protection of concrete while curing, curing compound, backfill behind curb, landscape restoration, and repair of any damaged improvements.	Brigham City Standard Specification: 32 16 13 M
<b>MP 30</b>	Concrete Curb and Gutter Access Transition	Each	Installation and construction per Project Details. Includes placement of concrete curb and gutter as specified in the Bidding Schedule and shown in the Drawings. Includes placement of untreated base course per Project Details, excavation, forming, expansion and control joints, fiber reinforcement if required, flares around inlet boxes, finishing, protection of concrete while curing, curing compound, backfill behind curb, landscape restoration, and repair of any damaged improvements.	Brigham City Standard Specification: 32 16 13 M

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<b>MP 31</b>	Concrete Curb Type M2 Plowable End Section	Each	Installation and construction per Project Details. Includes placement of concrete curb and gutter as specified in the Bidding Schedule and shown in the Drawings. Includes placement of untreated base course per Project Details, excavation, forming, expansion and control joints, fiber reinforcement if required, flares around inlet boxes, finishing, protection of concrete while curing, curing compound, backfill behind curb, landscape restoration, and repair of any damaged improvements.	Brigham City Standard Specification: 32 16 13 M
<b>MP 32</b>	6-Ft Precast Concrete Parking Stop Block	Each	All material, equipment, and labor necessary for concrete parking stop block installation.	APWA Standard Specification: APWA 03 40 00
<b>MP 33</b>	4" Thick Concrete Flatwork	Sq Ft	Installation and placement of concrete flatwork with thickness as specified in the Bidding Schedule and shown in the Drawings. Includes placement of untreated base course per Project Drawings, excavation, forming, expansion and control joints, fiber reinforcement if required, finishing, protection of concrete while curing, curing compound, backfill, landscape restoration, and repair of any damaged improvements.	Brigham City Standard Specification: 32 16 13 M
<b>MP 34</b>	4" Thick Concrete Sidewalk	Sq Ft	Installation and construction per Brigham City Standard Drawings. Placement of concrete sidewalk as specified in the Bidding Schedule and shown in the Drawings. Includes placement of untreated base course per Brigham City Standard Drawings, excavation, forming, expansion and control joints, fiber reinforcement if required, finishing, protection of concrete while curing, curing compound, backfill, landscape restoration, and repair of any damaged improvements.	Brigham City Standard Specification: 32 16 13 M



<b>MP 35</b>	6" Thick Concrete Sidewalk	Sq Ft	Installation and construction per Brigham City Standard Drawings. Placement of concrete sidewalk as specified in the Bidding Schedule and shown in the Drawings. Includes placement of untreated base course per Brigham City Standard Drawings, excavation, forming, expansion and control joints, fiber reinforcement if required, finishing, protection of concrete while curing, curing compound, backfill, landscape restoration, and repair of any damaged improvements.	Brigham City Standard Specification: 32 16 13 M
<b>MP 36</b>	Driveway Approach	Sq Ft	Installation and construction per Brigham City Standard Drawings. Placement of driveway approach as specified in the Bidding Schedule and shown in the Drawings. Includes driveway flares. Includes placement of untreated base course per Brigham City Standard Drawings, excavation, forming, expansion and control joints, fiber reinforcement if required, finishing, protection of concrete while curing, curing compound, backfill, landscape restoration, and repair of any damaged improvements. Includes all labor, equipment, and materials necessary for a complete driveway. Does not include curb cut.	Brigham City Standard Specification: 32 16 13 M
<b>MP 37</b>	Driveway, 7" Thick	Sq Ft	Installation and placement of driveway as specified in the Bidding Schedule and shown in the Drawings. Includes placement of untreated base course per Brigham City Standard Drawings, excavation, forming, expansion and control joints, fiber reinforcement if required, finishing, protection of concrete while curing, curing compound, backfill, landscape restoration, and repair of any damaged improvements. Includes all labor, equipment, and materials necessary for a complete driveway. Does not include curb cut.	Brigham City Standard Specification: 32 16 13 M

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 to bid on this project must obtain all  
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<b>MP 38</b>	Concrete Pedestrian (ADA) Access Ramp	Each	Installation and construction per Brigham City Standard Drawings. Placement of concrete pedestrian access ramp as specified in the Bidding Schedule and shown in the Drawings. Includes placement of untreated base course per Brigham City Standard Drawings, excavation, forming, expansion and control joints, fiber reinforcement if required, compliance with all ADA requirements, curb wall at back of ramp if required, finishing, protection of concrete while curing, curing compound, backfill, landscape restoration, and repair of any damaged improvements. Includes multiple detectable warning surface panels as necessary for a complete pedestrian access ramp. Includes all concrete in park strip (if present) and the sidewalk area which slopes down from sidewalk joints. Includes curb and gutter adjacent to access ramp required to ramp down to proposed roadway.	APWA Standard Specification: APWA 32 16 14
<b>MP 39</b>	8-Ft Black Chain Link Fence, Type III	LF	Supplying and installation of new fence of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes excavation, new fence installation, wire, fabric, webbing, slats, panels, rails, framing, line posts, gate posts, hinges, foundation concrete, aesthetically and structurally sound connection(s) to existing fencing, backfill, and surface restoration. Contractor to coordinate fencing installation with property owner(s) and provide adequate temporary fencing to secure property and contain livestock (if present). Fence coated with black PVC (polyvinyl chloride) per UDOT Standard Specifications, Section 02821.	Brigham City Standard Specification: 32 31 13 M

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of plans from  
contract documents

**REFERENCE ONLY**  
Project must obtain an original set  
as otherwise specified in the  
reference only and shall

<b>MP 40</b>	6-Ft Black Chain Link Fence, Type III	LF	Supplying and installation of new fence of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes excavation, new fence installation, wire, fabric, webbing, slats, panels, rails, framing, line posts, gate posts, hinges, foundation concrete, aesthetically and structurally sound connection(s) to existing fencing, backfill, and surface restoration. Contractor to coordinate fencing installation with property owner(s) and provide adequate temporary fencing to secure property and contain livestock (if present). Fence coated with black PVC (polyvinyl chloride) per UDOT Standard Specifications, Section 02821.	Brigham City Standard Specification: 32 31 13 M
<b>MP 41</b>	4.5-Ft Black Chain Link Barrier Mounted Fence, Type III	LF	Supplying and installation of new fence of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes new fence installation, wire, fabric, webbing, slats, panels, rails, framing, line posts, gate posts, hinges, barrier mounted base, and aesthetically and structurally sound connection(s) to existing fencing. Fence coated with black PVC (polyvinyl chloride).	UDOT Standard Specification: UDOT Section 02824
<b>MP 42</b>	8-Ft to 4.5-Ft Black Chain Link Barrier Mounted Fence Transition, Type III	LF	Supplying and installation of new fence of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes new fence installation, wire, fabric, webbing, slats, panels, rails, framing, line posts, gate posts, hinges, barrier mounted base, and aesthetically and structurally sound connection(s) to existing fencing. Fence coated with black PVC (polyvinyl chloride).	UDOT Standard Specification: UDOT Section 02824
<b>MP 43</b>	6-Ft Galvanized Chain Link Fence, Type III	LF	Supplying and installation of new fence of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes excavation, new fence installation, wire, fabric, webbing, slats, panels, rails, framing, line posts, gate posts, hinges, foundation concrete, aesthetically and structurally sound connection(s) to existing fencing, backfill, and surface restoration. Contractor to coordinate fencing installation with property owner(s) and provide adequate temporary fencing to protect and contain livestock (if present).	Brigham City Standard Specification: 32 31 13 M

<b>MP 44</b>	Right-of-Way Fence, Type B (Metal Post)	LF	Installation and construction per UDOT Standard Drawings. Includes placement of fencing as specified in the Bidding Schedule and shown in the Drawings. Supplying of new fence of the type and size as listed in the Bidding Schedule and shown on the Drawings. Includes excavation, new fence installation, wire, fabric, webbing, slats, panels, rails, framing, line posts, gate posts, hinges, foundation concrete, aesthetically and structurally sound connection(s) to existing fencing, backfill, and surface restoration. Contractor to coordinate fencing installation with property owner(s) and provide adequate temporary fencing to protect and contain livestock (if present).	Brigham City Standard Specification: 32 31 16 M
<b>MP 45</b>	8-Ft X 4.5-Ft Wide Black Chain Link Man Gate, Type III	Each	Supplying and installation of new gate of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes excavation, new fence installation, wire, fabric, webbing, slats, panels, rails, framing, line posts, gate posts, hinges, foundation concrete, aesthetically and structurally sound connection(s) to existing fencing, backfill, and surface restoration. Contractor to coordinate fencing installation with property owner(s) and provide adequate temporary fencing to protect and contain livestock (if present). Gate coated with black PVC (polyvinyl chloride) per UDOT Standard Specifications, Section 02821.	Brigham City Standard Specification: 32 31 13 M
<b>MP 46</b>	8-Ft X 8-Ft Wide Black Chain Link Man Gate, Type III	Each	Supplying and installation of new gate of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes excavation, new fence installation, wire, fabric, webbing, slats, panels, rails, framing, line posts, gate posts, hinges, foundation concrete, aesthetically and structurally sound connection(s) to existing fencing, backfill, and surface restoration. Contractor to coordinate fencing installation with property owner(s) and provide adequate temporary fencing to protect and contain livestock (if present). Gate coated with black PVC (polyvinyl chloride) per UDOT Standard Specifications, Section 02821.	Brigham City Standard Specification: 32 31 13 M



<b>MP 47</b>	6-Ft X 12-Ft Wide Galvanized Chain Link Gate, Type III	Each	Supplying and installation of new gate of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes excavation, new fence installation, wire, fabric, webbing, slats, panels, rails, framing, line posts, gate posts, hinges, foundation concrete, aesthetically and structurally sound connection(s) to existing fencing, backfill, and surface restoration. Contractor to coordinate fencing installation with property owner(s) and provide adequate temporary fencing to protect and contain livestock (if present). Double gates are counted as two gates.	Brigham City Standard Specification: 32 31 13 M
<b>MP 48</b>	6-Ft X 16-Ft Wide Galvanized Chain Link Gate, Type III	Each	Supplying and installation of new gate of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes excavation, new fence installation, wire, fabric, webbing, slats, panels, rails, framing, line posts, gate posts, hinges, foundation concrete, aesthetically and structurally sound connection(s) to existing fencing, backfill, and surface restoration. Contractor to coordinate fencing installation with property owner(s) and provide adequate temporary fencing to protect and contain livestock (if present). Double gates are counted as two gates.	Brigham City Standard Specification: 32 31 13 M
<b>MP 49</b>	Cast-In-Place Concrete Constant Slope Barrier – 42 Inch Stepped Median Barrier	LF	All material, equipment, and labor necessary for barrier installation and construction per UDOT Standard Drawings and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M
<b>MP 50</b>	Cast-In-Place Concrete Constant Slope Half Barrier 42 Inch	LF	All material, equipment, and labor necessary for barrier installation and construction per UDOT Standard Drawings and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M
<b>MP 51</b>	Cast-In-Place Concrete Constant Slope Half Barrier – 42 Inch in Front of Retaining Wall BA 3K13	LF	All material, equipment, and labor necessary for barrier installation and construction per UDOT Standard Drawings and as listed in the bidding schedule and shown on the Drawings. Includes all labor and materials required to install rigid plastic foam per UDOT Standard Drawings.	Project Specification: 34 71 13 M

<b>MP 52</b>	Cast-In-Place Concrete Constant Slope Barrier – 42 Inch Trailing Sloped End Section	Each	All material, equipment, and labor necessary for barrier installation and construction per UDOT Standard Drawings and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M
<b>MP 53</b>	Cast-In-Place Concrete Constant Slope Half Barrier – 42 Inch Trailing Sloped End Section	Each	All material, equipment, and labor necessary for barrier installation and construction per UDOT Standard Drawings and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M
<b>MP 54</b>	Cast-In-Place Concrete Constant Slope Half Barrier – 42 Inch to 42 Inch Bridge Parapet End Section with Moment Slab BA 3K14	Each	All material, equipment, and labor necessary for barrier installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M
<b>MP 55</b>	Cast-In-Place Concrete Constant Slope Half Barrier – 42 Inch, Full Height End Section with Moment Slab Foundation BA 3K2	Each	All material, equipment, and labor necessary for barrier installation and construction per UDOT Standard Drawings and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M
<b>MP 56</b>	Cast-In-Place Concrete Constant Slope Barrier – 42 Inch, Lighting Foundation	Each	All material, equipment, and labor necessary for barrier installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M
<b>MP 57</b>	Cast-In-Place Concrete Constant Slope Stepped Median Barrier – 42 Inch Lighting Foundation	Each	All material, equipment, and labor necessary for barrier installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M

<b>MP 58</b>	Modified Sloped End Section (Northwest End)	Each	All material, equipment, and labor necessary for barrier installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M
<b>MP 59</b>	Modified Sloped End Section (Northeast End)	Each	All material, equipment, and labor necessary for barrier installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M
<b>MP 60</b>	Retaining Wall to Retaining Stepped Barrier Transition (Northeast)	Each	All material, equipment, and labor necessary for barrier installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M
<b>MP 61</b>	Retaining Wall to Retaining Stepped Barrier Transition (Southeast)	Each	All material, equipment, and labor necessary for barrier installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings.	Project Specification: 34 71 13 M
<b>MP 62</b>	Check Dam – Fiber Roll	LF	Installation per UDOT Standard Drawings. All costs for labor, equipment, and materials for installation, inspection, maintenance, and removal.	Project Specification: 01 57 00 M
<b>MP 63</b>	Silt Fence	LF	Installation per UDOT Standard Drawings. All costs for labor, equipment, and materials for installation, inspection, maintenance, and removal.	Project Specification: 01 57 00 M
<b>MP 64</b>	Drop Inlet Barrier Fiber Roll	LF	Installation per UDOT Standard Drawings. All costs for labor, equipment, and materials for installation, inspection, maintenance, and removal.	Project Specification: 01 57 00 M
<b>MP 65</b>	Granular Backfill Borrow (Plan Quantity)	Cu Yd	All material, equipment, and labor necessary for Granular Backfill Borrow installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings.	UDOT Standard Specification: UDOT Section 02056
<b>MP 66</b>	Temporary Retaining Wall	Lump Sum	All material, equipment, and labor necessary for temporary retaining wall installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings.	UDOT Standard Specification: UDOT Section 02229S

<b>MP 67</b>	Pile Driving Equipment	Lump Sum	Payment made in two increments – Sixty percent paid at the time the Engineer accepted pile driving equipment is moved into location, Forty percent paid after all piles have been driven and accepted. Includes all fixed costs related to Driven Piles in this item.	UDOT Standard Specification: UDOT Section 02455
<b>MP 68</b>	Driven Piles, 16 Inch	LF	All material and labor necessary for pile installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings. A maximum of one additional splice per pile will be measured and paid as additional length of pile only when the required length of pile driven exceeds the estimated length shown on the drawings by at least six feet. Additional spliced determined as such will be paid as additional equivalent length of pile of three feet each. No separate payment will be made for down time for dynamic testing equipment installation.	UDOT Standard Specification: UDOT Section 02455
<b>MP 69</b>	7 Ft Chain Link Fence, Type III	LF	All material, equipment, and labor necessary for chain link fence installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings. Measured parallel to the ground along the fence. Includes additional materials and labor required to maintain anchor bolt position. Also includes galvanization, painting, and powder coating. Fence coated with black PVC (polyvinyl chloride).	UDOT Standard Specification: UDOT Section 02824
<b>MP 70</b>	Reinforcing Steel – Uncoated CM (Plan Quantity)	Lbs	All material, equipment, and labor necessary for epoxy coated reinforcing steel installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings. Do not include the mass of coating or the specified test bars as computed weight. No allowances will be made for extra reinforcing steel required to provide lap splices that are requested by the Contractor. No allowances will be made for clips, chairs, wire, or other materials used for fastening reinforcement in place.	UDOT Standard Specification: UDOT Section 032115



<b>MP 71</b>	Reinforcing Steel – Uncoated CS (Plan Quantity)	Lbs	All material, equipment, and labor necessary for epoxy coated reinforcing steel installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings. Do not include the mass of coating or the specified test bars as computed weight. No allowances will be made for extra reinforcing steel required to provide lap splices that are requested by the Contractor. No allowances will be made for clips, chairs, wire, or other materials used for fastening reinforcement in place.	UDOT Standard Specification: UDOT Section 03211S
<b>MP 72</b>	Reinforcing Steel – Coated (Plan Quantity)	Lbs	All material, equipment, and labor necessary for epoxy coated reinforcing steel installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings. Do not include the mass of coating or the specified test bars as computed weight. No allowances will be made for extra reinforcing steel required to provide lap splices that are requested by the Contractor. No allowances will be made for clips, chairs, wire, or other materials used for fastening reinforcement in place.	UDOT Standard Specification: UDOT Section 03211S

**FOR BIDDING PREFERENCE**  
 General Contractors who plan to bid on this project must obtain  
 of plans from the office of Jones & Associates or as otherwise specified  
 contract documents. These documents are for bidding reference only and  
 not be used for construction.

<b>MP 73</b>	Structural Concrete	Cu Yd	All material, equipment, and labor necessary for Structural Concrete installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings. Do not use estimated quantities as exact quantities. Estimated quantities are calculated using the dimensions shown. Estimated quantities do not deduct for volume occupied by pipes, reinforcing steel, piles, metal grillage, anchors, conduits, or weep holes. Reinforcing steel is paid for separately unless otherwise noted. No separate payment will be made for structural excavation. Lump sum price will be adjusted as follows: 1- If the estimated quantity of concrete increases or decreases as a result of a design change: Unit price will be determined by dividing the contract lump price of that item by the estimated quantity of concrete shown on the plans. 2- If the estimated quantity of concrete as shown is in error by more than 10 percent: The contract lump price will be adjusted by the amount equal to the product of the change in quantity and computed unit price. Do not include concrete required to fill over breakage of excavation for footings, walls, or slabs.	UDOT Standard Specification: UDOT Section 03310
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**FOR BIDDING**  
General Contractors who plan to use these documents should contact the office of Jones & Jones for contract documents. These documents are not to be used for construction.

<b>MP 74</b>	Structural Concrete – Low Shrinkage Fiber	Cu Yd	<p>All material, equipment, and labor necessary for Structural Concrete – Low Shrinkage Fiber installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings. Do not use estimated quantities as exact quantities. Estimated quantities are calculated using the dimensions shown. Estimated quantities do not deduct for volume occupied by pipes, reinforcing steel, piles, metal grillage, anchors, conduits, or weep holes. Reinforcing steel is paid for separately unless otherwise noted. No separate payment will be made for structural excavation. Lump sum price will be adjusted as follows:</p> <p>1- If the estimated quantity of concrete increases or decreases as a result of a design change: Unit price will be determined by dividing the contract lump price of that item by the estimated quantity of concrete shown on the plans. 2- If the estimated quantity of concrete as shown is in error by more than 10 percent: The contract lump price will be adjusted by the amount equal to the product of the change in quantity and computed unit price. Do not include concrete required to fill over breakage of excavation for footings, walls, or slabs.</p>	UDOT Standard Specification: UDOT Section 03310
<b>MP 75</b>	Partial Depth Precast Concrete Deck Panel	Sq Ft	<p>All material, equipment, and labor necessary for Partial-Depth Precast Concrete Deck Panel installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings. Includes manufacturing, furnishing, and placement of all partial-depth precast concrete deck panels. Includes repair for defects and breakage of precast elements.</p>	UDOT Standard Specification: UDOT Section 03341
<b>MP 76</b>	Thin Bonded Polymer Overlay, Type I	Sq Ft	<p>The cost of the two-part polymer resin, aggregate, labor, and incidental items required to install the Thin Bonded Polymer Overlay. This also includes the cost of any repairs that are needed in compliance to the warranty letter.</p>	UDOT Standard Specification: UDOT Section 03372

<b>MP 77</b>	Concrete Coating Parapet	LF	All materials, equipment, and labor necessary to apply penetrating concrete sealer to concrete parapet surfaces as shown.	UDOT Standard Specification Reference: UDOT Section 03392
<b>MP 78</b>	Structural Steel	Lbs	All materials, equipment, and labor required to install new Bicycle-Safe steel grates, frames, and other miscellaneous hardware for approach slab drains.	UDOT Standard Specification Reference: UDOT Section 02635
<b>MP 79</b>	Prestressed Concrete Member, 109 Ft 0 Inch Type UBT58	Each	All materials, equipment, and labor necessary for fabrication, delivery, and erection of prestressed concrete members. Includes elastomeric bearing pads, intermediate diaphragms, graffiti covers, and associated hardware. Includes all work associated with development, review, and verification of shop drawings.	UDOT Standard Specification: UDOT Section 03412
<b>MP 80</b>	Prestressed Concrete Member, 90 Ft 4 Inch Type UBT58	Each	All materials, equipment, and labor necessary for fabrication, delivery, and erection of prestressed concrete members. Includes elastomeric bearing pads, intermediate diaphragms, graffiti covers, and associated hardware. Includes all work associated with development, review, and verification of shop drawings.	UDOT Standard Specification: UDOT Section 03412
<b>MP 81</b>	Compression Seal Joint (Type A)	LF	All materials, equipment, and labor required to install new expansion joints. Measured from out-to-out deck along centerline of the joint. No separate payment will be made for required inspection and testing.	UDOT Standard Specification: UDOT Section 05120
<b>MP 82</b>	Concrete Coating (Plan Quantity)	Sq Ft	All material, equipment, and labor necessary for applying concrete coating to bridge elements as shown on the Drawings.	UDOT Standard Specification Reference: UDOT Section 09981
<b>MP 83</b>	Electrical Work Bridges	Lump Sum	All material, equipment, and labor necessary for electrical conduit installation and construction per Project Details and as listed in the bidding schedule and shown on the Drawings. Includes all incidental hardware and appurtenances.	UDOT Standard Specification: UDOT Section 16526



<b>MP 84</b>	MSE Retaining Wall	Sq Ft	All materials, equipment, and materials required to install new MSE Wall. Includes manufacturing, furnishing and installing all items including, but not limited to, panels, straps, backfill, and coping. Includes all work associated with development, review, and verification of shop drawings.	UDOT Standard Specification: UDOT Section 02831
<b>MP 85</b>	Weed Barrier Geotextile	Sq Yd	All material, equipment, and labor necessary for weed barrier geotextile installation. Measurement does not include overlaps.	APWA Standard Specification: APWA 31 05 19
<b>MP 86</b>	Clear and Grub Site	Acre	Grass removal, vegetation clearing and grubbing of area as shown on the Drawings. Includes removal and lawful disposal of vegetation and organic material including sod, weeds, grasses, bushes, stumps, shrubs and small trees including the root ball, dust control, removal, haul and disposal of any garbage and debris. Small trees are defined as 6" or less in diameter as measured at 3' above the adjacent ground surface.	APWA Standard Specification: APWA 31 11 00
<b>MP 87</b>	Remove Tree	Each	Removal of tree and stump to a depth of not less than 3 feet below the finished grade as shown on the Drawings. Includes lawful disposal of tree branches, roots, limbs, trunk and rootball, backfill, protection of existing utilities (overhead and underground) and restoration of miscellaneous improvements damaged (including sprinkler, topsoil, and sod restoration). Removal of trees with a diameter of 6" or less as measured at 3' above the adjacent ground surface shall be included in the clearing and grubbing item.	APWA Standard Specification: APWA 31 11 00
<b>MP 88</b>	Green Vase Zelkova Tree, 2" Caliper	Each	Planting of new tree of the type and size listed in the Bidding Schedule and as shown on the Drawings. Includes excavation, tree aeration/foundation material around root ball, fertilization, backfill, tree installation and restoration of surrounding improvements.	APWA Standard Specification: APWA 32 93 43

<b>MP 89</b>	Irrigation System and Landscape Restoration	Lump Sum	Grass sod, topsoil, and sprinkler restoration as specified in the Drawings. Includes connection to existing lines as required, repair of existing sprinkler system, excavation, foundation material, backfill to grade, compaction, grading, furnishing and installing of new sprinkler lines, heads, valves, fittings, wire, clocks, boxes and testing of system for functional operation. Includes restoration of turf sod landscaping installed on properly prepared topsoil, fertilization, and watering of sod until established. Includes site preparation and importing and installation of 4" thick topsoil to grade and compaction. Includes compliance with the APWA planting maintenance specification. Sod that is determined to have died and will not recover (prior to the owner taking responsibility for the sod), will be replaced by the contractor at their cost.	APWA Standard Specifications: APWA 31 05 13 APWA 32 84 23 APWA 32 92 00
<b>MP 90</b>	Decorative Rock Mulch	Sq Yd	All material, equipment, and labor necessary for rock mulch installation per Brigham City Standard Drawings.	Project Special Provision: 32 33 00
<b>MP 91</b>	Remove Sign	Each	Removal and lawful disposal of sign face, post, and base, unless otherwise stated in contract plans.	APWA Standard Specification: APWA 31 11 00
<b>MP 92</b>	Regulatory Sign, Post, and Base	Each	All material, equipment, and labor necessary for sign installation per Brigham City Standard Drawings.	APWA Standard Specification: APWA 32 01 05
<b>MP 93</b>	Warning Sign, Post, and Base	Each	All material, equipment, and labor necessary for sign installation per Brigham City Standard Drawings.	APWA Standard Specification: APWA 32 01 05
<b>MP 94</b>	Sign Relocation	Each	All material, equipment, and labor necessary for sign installation per Brigham City Standard Drawings. Includes removal and lawful disposal of existing concrete sign base.	APWA Standard Specification: APWA 32 01 07
<b>MP 95</b>	Remove Pavement Striping	LF	All material, equipment, and labor necessary for pavement marking removal.	Project Specification: 32 17 23 M

<b>MP 96</b>	Remove Pavement Symbol	Each	All material, equipment, and labor necessary for pavement marking removal. Measurement per letter or arrow.	Project Specification: 32 17 23 M
<b>MP 97</b>	Pavement Marking Paint (4 Inch)	LF	Installation and placement of permanent traffic striping paint of the width specified in the Bidding Schedule and shown in the Drawings. Includes installing control points or markings to relocate previous striping and marking / laying out of striping plan for new striping. Includes two applications a minimum of 14 days apart. All work must conform to the current edition of the MUTCD Standards. Measurement includes gaps.	Project Specification: 32 17 23 M
<b>MP 98</b>	Pavement Marking Paint (8 Inch)	LF	Installation and placement of permanent traffic striping paint of the width specified in the Bidding Schedule and shown in the Drawings. Includes installing control points or markings to relocate previous striping and marking / laying out of striping plan for new striping. Includes two applications a minimum of 14 days apart. All work must conform to the current edition of the MUTCD Standards. Measurement includes gaps.	Project Specification: 32 17 23 M
<b>MP 99</b>	Pavement Marking Paint (12 Inch)	LF	Installation and placement of permanent traffic striping paint of the width specified in the Bidding Schedule and shown in the Drawings. Includes installing control points or markings to relocate previous striping and marking / laying out of striping plan for new striping. Includes two applications a minimum of 14 days apart. All work must conform to the current edition of the MUTCD Standards. Measurement includes gaps.	Project Specification: 32 17 23 M

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<b>MP 100</b>	Pavement Marking Paint (24 Inch)	LF	Installation and placement of permanent traffic striping paint of the width specified in the Bidding Schedule and shown in the Drawings. Includes installing control points or markings to relocate previous striping and marking / laying out of striping plan for new striping. Includes two applications a minimum of 14 days apart. All work must conform to the current edition of the MUTCD Standards. Measurement includes gaps.	Project Specification: 32 17 23 M
<b>MP 101</b>	Pavement Symbol Paint	Each	Installation and placement of permanent traffic striping symbols of the type specified in the Bidding Schedule and shown in the Drawings. Includes installing control points or markings to relocate previous symbols, and marking / laying out of striping plan for new symbols. Includes two applications a minimum of 14 days apart. All work must conform to the current edition of the MUTCD Standards.	Project Specification: 32 17 23 M

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<b>MP 102</b>	Roadway Electrical Work	Lump Sum	<p>JUNCTION BOXES - Supplying and installation of buried and built-in barrier electrical junction boxes. Includes excavation, foundation material, box installation to grade, electrical conduit termination, and box location coordination with power provider. CONDUIT - Conduit of the type, size and class shown in Drawings. No classification of excavated materials shall be made, and excavation shall include the removal and subsequent handling of all earth, shale, loose or cemented gravel, loose rock, solid rock, or other materials of whatever nature excavated or otherwise removed in the performance of the project work, dewatering, trench safety measures, lawful disposal of excess material, backfill to grade, compaction, foundation sand, pipe bedding, fittings, fusing, corrosion protection, marking tape, tracer wire when required, grade controls, all necessary pothole investigation of existing utilities to predetermine any conflicts with other utilities or structures (horizontal or vertical), coordination with Engineer for resolution of predetermined conflicts, cleaning, correction of any material or installation-related defect, and restoration of miscellaneous improvements damaged as a result of completing this item, including but not limited to restoration of existing surface treatment, if disturbed. MISCELLANEOUS ITEMS - Includes any other hardware and fittings necessary for complete installation of junction boxes and conduit.</p>	APWA Standard Specification: APWA 26 56 19
<b>MP 103</b>	Connect New Storm Drain to Existing Structure	Each	Locating existing pipe, excavation, dewatering, backfill, compaction, handling of all active drainage flows, adjustments to structure to accommodate existing pipe, modifying, and forming the structure base to create a smooth transition between the new and existing flowlines, cutting of pipe, pipe connections flush with the inside of the walls and grouted smoothly with watertight grout.	APWA Standard Specification: APWA 33 41 00

<b>MP 104</b>	15" Reinforced Concrete Pipe, Leak Resistant	LF	Piping of the type, size, and class showing on the Drawings. No classification of the excavated materials shall be made, and excavation shall include the removal and subsequent handling of all earth, shale, loose or cemented gravel, loose rock, solid rock, or other materials of whatever nature excavated or otherwise removed in the performance of the project work, dewatering, trench safety measures, lawful disposal of excess material, backfill to grade, compaction, foundation gravel, pipe bedding, grade controls, all necessary pothole investigation of existing utilities to predetermine any conflicts with other utilities or structures (horizontal or vertical), coordination with Engineer for resolution of predetermined conflicts, high-resolution video inspections after installation and prior to final walkthrough, cleaning of new pipe prior to video inspections, correction of any material or installation-related defect, and restoration of miscellaneous improvements damaged as a result of completing this item.	APWA Standard Specification: APWA 33 05 02
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**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

<b>MP 105</b>	18" Reinforced Concrete Pipe, Leak Resistant	LF	Piping of the type, size, and class showing on the Drawings. No classification of the excavated materials shall be made, and excavation shall include the removal and subsequent handling of all earth, shale, loose or cemented gravel, loose rock, solid rock, or other materials of whatever nature excavated or otherwise removed in the performance of the project work, dewatering, trench safety measures, lawful disposal of excess material, backfill to grade, compaction, foundation gravel, pipe bedding, grade controls, all necessary pothole investigation of existing utilities to predetermine any conflicts with other utilities or structures (horizontal or vertical), coordination with Engineer for resolution of predetermined conflicts, high-resolution video inspections after installation and prior to final walkthrough, cleaning of new pipe prior to video inspections, correction of any material or installation-related defect, and restoration of miscellaneous improvements damaged as a result of completing this item.	APWA Standard Specification: APWA 33 05 02
<b>MP 106</b>	Precast Manhole – 341.2 – A	Each	Construction of precast concrete manhole, unclassified excavation, dewatering, backfill to grade, compaction, foundation gravel, concrete base section with formed flow lines, manhole sections, cone section or flat lid, adjusting manhole sections to meet design grade, grade rings, ring and cover, manhole steps, sealing of joints, watertight grout, handling of all active drainage flows, connection of all new piping systems to the manhole structure (flush with the inside of the walls and grouted smoothly), and restoration of miscellaneous improvements damages as a result of completing this item.	APWA Standard Specification: APWA 33 41 00
<b>MP 107</b>	30" Frame and Cover – 302	Each	Preparation and installation of hardware, including furnishment and installation of all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, and complete installation of castings.	APWA Standard Specification: APWA 05 56 00

<b>MP 108</b>	44" Frame and Cover – 303	Each	Preparation and installation of hardware, including furnishment and installation of all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, and complete installation of castings.	APWA Standard Specification: APWA 05 56 00
<b>MP 109</b>	Cleanout Box 331.1 – 305	Each	Construction of precast or cast-in-place concrete structure, unclassified excavation, dewatering, backfill to grade, compaction, foundation gravel, concrete base section with formed flow lines, manhole sections, cone section or flat lid, adjusting manhole sections to meet design grade, grade rings, ring and cover, manhole steps, sealing of joints, watertight grout, handling of all active drainage flows, connection of all new piping systems to the manhole structure (flush with the inside of the walls and grouted smoothly), and restoration of miscellaneous improvements damages as a result of completing this item.	APWA Standard Specification: APWA 33 41 00
<b>MP 110</b>	Collar Cover – 362	Each	All necessary materials required to provide concrete support for frame under traffic loadings, including but not limited to concrete and reinforcing steel. Includes unclassified excavation, backfill to grade, compaction, frame installation, and restoration of miscellaneous improvements damages as a result of completing this item.	APWA Standard Specification: APWA Standard Plan 362
<b>MP 111</b>	48" Grid Grate and Frame – 310	Each	Preparation and installation of hardware, including furnishment and installation of all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, and complete installation of castings.	APWA Standard Specification: APWA 05 56 00

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of plans from  
contract documents.



<b>MP 112</b>	Raise Frame to Grade – 360.1	Each	Adjustment of existing structure (manhole, cleanout, inlet box, combo box, etc.) to design grade by saw cutting where required and removing existing sections, ring and cover / grate and frame (salvage and reuse), or adding new sections, doweled rebar, and forming and pouring of new reinforced structure. Includes unclassified excavation, removal and disposal of concrete collars, backfill to grade, compaction, load, haul, lawful disposal of removed sections and other related materials associated disposal fees, and handling of all active drainage flows.	APWA Standard Specification: APWA Standard Plan 360.1
<b>MP 113</b>	Precast Box – 332	Each	Construction of precast or cast-in-place concrete structure, unclassified excavation, dewatering, backfill to grade, compaction, foundation gravel, concrete base section with formed flow lines, manhole sections, cone section or flat lid, adjusting manhole sections to meet design grade, grade rings, ring and cover, manhole steps, sealing of joints, watertight grout, handling of all active drainage flows, connection of all new piping systems to the manhole structure (flush with the inside of the walls and grouted smoothly), and restoration of miscellaneous improvements damages as a result of completing this item.	APWA Standard Specification: APWA 33 41 00

**FOR BIDDING**  
 General Contractors who  
 of plans from the office of Jones  
 contract documents. These documents  
 not be used for

**END OF SECTION**

**SECTION 01 55 26 M**  
**TRAFFIC CONTROL (Modified)**

**PART 1      GENERAL**

**1.4      TRAFFIC CONTROL PLAN**

*Add paragraph F as follows:*

- F.      Incorporate the following notes as listed in the Drawings into traffic control plan for at grade railroad crossings:
1.      Contractor to submit detailed traffic control plans for pedestrian traffic along Forest Street and vehicle traffic to Depot building from 800 West to UPRR (Union Pacific Railroad) for approval prior to construction. Plans shall include all phases of construction and show all traffic control devices and signing to be used during full closure.
  2.      All traffic control devices shall not be placed within 10 ft of nearest rail.
  3.      All pedestrian traffic at grade crossings shall be restricted to concrete panels within UPRR right-of-way limits. Grade crossing concrete panels shall remain in place until sidewalk on bridge is fully operational and pedestrian access across tracks is no longer required.
  4.      Non-applicable signing shall be covered or removed, for both existing and work zone signs.
  5.      Use either temporary portable barrier channelizing devices or temporary fencing to delineate a 5 ft minimum walkway section across railroad tracks. Temporary walkway section shall include a firm, stable, free-draining, and non-slip surface that allows normal usage of wheelchairs, walkers, strollers, and other mobility devices. Acceptable surface materials may include concrete, HMA, steel, rubber, wood (3/4 inch or thicker), or plastic. Non-acceptable surface materials include gravel, untreated base course, and any other uneven surfaces. Portable signs and bases shall be kept out of the pedestrian walkway surface.
  6.      Phase work as necessary to provide a temporary pedestrian access route at all times.
  7.      Provide 2 VMS Signs on I-15 for alternative routes for truck traffic, contingent upon coordination with UDOT. Provide 2 alternative VMS signs on Forest Street, West of 1200 West, directing truck traffic to use 600 North. Coordinate with Brigham City on messaging for VMS signs.

END OF SECTION

**SECTION 01 57 00 M**  
**TEMPORARY CONTROLS (Modified)**

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**PART 1      GENERAL**

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*Add Article 1.2 as follows:*

**1.2      REFERENCES**

- A.      AASHTO
- M288              Geotextile Specifications for Highway Applications

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**PART 2      PRODUCTS**

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**2.1      MATERIALS**

*Replace paragraph A with the following:*

- A.      Fiber Roll
1.      Diameter (minimum weight per linear foot)
    - a.      18 inch (3 lb per linear foot)
    - b.      12 inch (2 lb per linear foot)
  2.      Functional Longevity – 24 months minimum (includes netting material)
  3.      Matrix material – wood excelsior, rice or wheat straw, and coconut fibers (coir) or in combination.
    - a.      Materials must be weed free.
  4.      Netting – UV stabilized synthetic or coir material, with 1 inch maximum opening size, secured at end for matrix containment.
  5.      Wood Stakes
    - a.      18 inch Fiber Roll – ¾ inches and 1 ½ inches by 3 feet minimum dimensions.
    - b.      12 inch Fiber Roll – ¾ inches and 1 ½ inches by 18 inch minimum dimensions.
- B.      Silt Fence – refer to UDOT EN Series Standard Drawings
1.      Silt Fence Fabric – 3 foot minimum width, conforming to table 7 of AASHTO M 288.
  2.      Wood Post – 1 ½ inches by 1 ½ inches by 4 feet minimum dimensions.
  3.      Fasteners – Staples, wire, cable ties, or nails sufficient to maintain fabric attachment to post.

- C. Check Dam. Refer to UDOT EN Series Standard Drawings
  - 1. Fiber Roll – 12 inch diameter
- D. Drop-Inlet Barrier. Refer to UDOT EN Series Standard Drawings.
  - 1. Fiber Roll – 18 inch diameter

---

**PART 3 EXECUTION**

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**3.6 EROSION CONTROL**

*Replace paragraphs A, B, and C with the following:*

- A. Installation
  - 1. Install appropriate controls as shown before beginning earth disturbing activities.
  - 2. Refer to installation procedures outlined in UDOT EN Series Standard Drawings and the AASHTO Construction Stormwater Field Guide.
- B. Inspection
  - 1. Check installed controls before and after each rain event to verify proper working function and compliance with the CGP.
  - 2. Replace controls that are not properly working to prevent erosion and sediment.
- C. Maintenance
  - 1. Maintain controls to function properly until surrounding disturbed areas have met final stabilization measures.
  - 2. Remove accumulated sediments from controls when depth reaches 50 percent of the control height or when it interferes with the performance of the control.
  - 3. Properly dispose of accumulated sediment.
- D. Removal
  - 1. Remove temporary environmental controls when surrounding disturbed areas have met final stabilization measures, except when the Engineer determines that controls should remain in place.
  - 2. Remove temporary environmental fence and posts upon completion of construction.

END OF SECTION



**SECTION 32 17 23 M  
PAVEMENT MARKINGS (Modified)**

**PART 1      GENERAL**

**1.1      SECTION INCLUDES**

*Add paragraph C as follows:*

- C.      Removal of pavement striping and symbols.

**PART 3      EXECUTION**

*Add Article 3.10 as follows:*

**3.10      REMOVE PAVMENT STRIPING AND SYMBOLS**

- A.      Use equipment specifically designed for removal of pavement marking material.
- B.      Use one of these removal methods.
1. High pressure water spray
  2. Sand blasting
  3. Shot blasting
- C.      Do not use grinding without approval from the Engineer.

END OF SECTION

**SECTION 32 33 00  
ROCK MULCH****PART 1 GENERAL****1.1 DESCRIPTION**

- A. Work consists of the provisions and placement of rock mulch, including all labor, materials, equipment, and incidentals, complete and ready for its intended use, in accordance with the Plans and details and the requirements of this Special Provision.

**1.2 RELATED SECTIONS**

- A. Section 31 05 19 – Geotextiles

**1.3 SUBMITTALS**

- A. Contractor shall submit Manufacturer's product samples depicting color, shape, and size range, prior to the start of work, for review and approval by Brigham City.

**PART 2 PRODUCTS****2.1 ROCK MULCH**

- A. Rock mulch samples to be approved by Brigham City.

**2.2 WEED BARRIER GEOTEXTILE**

- A. Refer to APWA Standard Specification 31 05 19.

**PART 3 EXECUTION****3.1 PLACEMENT**

- A. Before placing rock mulch, obtain Engineer's approval of final grading. Final grading to include placement of topsoil.
- B. Coordinate rock mulch placement with other landscape installation.
- C. Place rock mulch at locations indication on Plans.
- D. Spread rock mulch to the depth of 4 inches with approved weed barrier fabric underneath.
- E. Rock mulch shall be installed 1"-2" below top of curb.

END OF SECTION

**SECTION 34 71 13 M  
VEHICLE BARRIERS (Modified)**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

*Add paragraph B as follows:*

- B. Fabricating and placing concrete barriers.

**1.2 REFERENCES**

*Add to paragraph A as follows:*

M111 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

*Add to paragraph B as follows:*

A449 Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use  
 A572 High-Strength Low-Alloy Columbium Vanadium Structural Steel  
 C578 Rigid Cellular Polystyrene Thermal Insulation  
 C1315 Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete

**PART 2 PRODUCTS**

*Add Articles 2.5 to 2.7 as follows:*

**2.5 STRUCTURAL STEEL**

- A. Constant Slope Concrete Barrier:
1. Connection pin, connection loop, and stabilization pin.
    - a. Refer to ASTM A 36.
    - b. Galvanize after fabrication according to AASHTO M 111.

**2.6 REINFORCING STEEL**

- A. Coated according to Section 03 20 00.

**2.7 BARRIER SEAL**

- A. Polyester polyurethane open-cell foam 100 percent impregnated with asphalt.
- B. Foam Unit Weight Requirements
  - 1. Before impregnation 68 lbs/yd<sup>3</sup> to 85 lbs/yd<sup>3</sup>
  - 2. After impregnation 252 lbs/yd<sup>3</sup> to 270 lbs/yd<sup>3</sup>
- C. Impregnated asphalt foam returns to 95 percent of its original volume when compressed to 25 percent of its volume and released.
- D. Impregnated asphalt foam remains stable at temperatures ranging from -40 degrees F to +150 degrees F.

**2.8 CONCRETE BARRIER**

- A. Refer to UDOT Standard BA Drawings and Project Details for reinforcing steel.

**2.9 EXTRUSION AND SLIP FORM MACHINES FOR CAST-IN-PLACE CONSTANT SLOPE BARRIER**

- A. Use equipment capable of vertical adjustment to the grade line while in forward motion.
- B. Use equipment with an attached grade line gauge or pointer to make a continual comparison with the barrier being placed and the offset guideline.
- C. Use equipment capable of accommodating pavement to barrier reinforcing bars.

**2.10 CAST-IN-PLACE CONSTANT SLOPE CONCRETE BARRIER**

- A. Electrical/ATMS Conduits, junction boxes, and pull boxes
  - 1. Size and quantity according to contract drawings.
- B. Expansion joints
  - 1. Use preformed joint filler.

**2.11 RIGID PLASTIC FOAM**

- A. Preformed, extruded cellular polystyrene thermal insulation material that has a water absorption property of 0.3 or less. Refer to ASTM C 578.



**PART 3 EXECUTION****3.1 PREPARATION**

Add paragraph B as follows:

- B. Site Considerations
  - 1. Concrete Barrier
    - a. Complete grading requirements and place any required paved surfaces before installing barrier.
    - i. Refer to UDOT BA Series Standard Drawings.

Add Article 3.6 as follows:

**3.6 CAST-IN-PLACE CONSTANT SLOPE CONCRETE BARRIER – 42 INCH**

- A. Refer to UDOT BA Series Standard Drawings.
- B. Fixed forms – Do not use precast mortar blocks to support the reinforcing steel.
- C. Constant Slope Barrier Placed by Extrusion or Slip Form
  - 1. Provide and offset guideline for the extrusion or slip form machine to maintain the predetermined grade.
  - 2. Feed concrete to the extrusion or slip form machine at a uniform rate.
  - 3. Operate machine uniformly restraining forward motion.
    - i. Produce well-compacted, dense concrete with consistency that maintains the shape of the barrier without support.
    - ii. Produce a well-compacted mass of concrete free from surface pits larger than 1 inch in diameter and requiring no further finishing.
  - 4. Saw or cut joints before applying curing compound.
  - 5. Give the surface a final soft brush finish with strokes parallel to the line of barriers before applying curing compound.
  - 6. Do not finish with a brush application of grout.
- D. Mark barrier at beginning, end, and 1,000 ft intervals with 1 ½ inch numbers indicating the date of casting.
  - 1. Impress ¼ inch deep into the front face of barrier, 6 inches below the top.
- E. Seal Concrete surfaces with a penetrating concrete sealer.
  - 1. Penetrating concrete sealer
    - i. Not required when curing compound meets ASTM C 1315.

END OF SECTION

March 15, 2023

**SPECIAL PROVISION**

**BRIGHAM CITY CONNECTION**

**SECTION 01601M**

**RAILROAD COMPANY COORDINATION**

**Add the following to Article 1.5 SUBMITTALS:**

- B. Provide plan for limiting access to at-grade rail crossings within Forest Street right-of-way during construction.
- C. Construction Phasing plan
- D. Shoring plan and calculations, if required per Railroad Guidelines for Temporary Shoring.
- E. Track and Ground Elevation Monitoring Plan for Bent #3 per Railroad guidelines
- F. Falsework plan and calculations, if required.
- G. Demolition plan, if required.
- H. Erection plan.
- I. Erosion Control plan.

**Delete Article 1.6, paragraph A and replace with the following:**

- A. Brigham City coordinates with the Railroad Company for new crossings within the limits of work. All submittals for work within Railroad right-of-way will be forwarded to the Railroad Company for review and approval.
  - 1. Use PDF format for all submittals.
  - 2. Allow for 28 calendar days for Railroad Company review per submittal iteration.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

**SPECIAL PROVISION**

**SECTION 02229S**

**TEMPORARY RETAINING WALL**

**Add Section 02229.**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Temporary retaining walls designed by the Contractor and employed by the Contractor in the execution of the work.

**1.2 RELATED SECTIONS**

- A. Section 02317: Structural Excavation and Backfill
- B. Section 03055: Portland Cement Concrete
- C. Section 03211: Reinforcing Steel and Welded Wire
- D. Section 03310: Structural Concrete
- E. Section 05120: Structural Steel
- F. Section 06055: Timber and Timber Treatment

**1.3 REFERENCES**

- A. AASHTO Guide Design Specifications for Bridge Temporary Works
- B. AASHTO LRFD Bridge Design Specifications
- C. UDOT Geotechnical Manual of Instruction (GMOI)
- D. UPRR Guidelines for Temporary Shoring

**1.4 DEFINITIONS Not Used**

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## 1.5 SUBMITTALS

- A. Temporary retaining wall working drawings for review.
1. Include at least the following:
    - a. Type, location, size and other pertinent information about the temporary retaining wall for each location
    - b. Plans, profiles, cross sections, and details for each retaining wall
    - c. Specific details that reflect construction staging requirements of the bridge or other work item
    - d. Surface and subsurface drainage details
    - e. Details and measures for incorporating temporary retaining walls (in whole or in part) into permanent retaining walls or slopes, if applicable
    - f. Soil bearing resistance as determined by a geotechnical investigation or other appropriate method
    - g. Drivability analyses of piles or sheet piles, if used
    - h. Subgrade stabilization measures, if required
  2. Include supporting calculations sufficient to demonstrate that the retaining wall is designed according to the required criteria.
  3. Provide the seal of a Professional Engineer (PE) or Professional Structural Engineer (SE) licensed in the State of Utah on the drawings and calculations

## PART 2 PRODUCTS

### 2.1 TEMPORARY RETAINING WALL

- A. For temporary retaining walls and shoring within Railroad right-of-way (ROW), provide shoring types and systems allowed in the UPRR Guidelines for Temporary Shoring.
- B. For temporary retaining walls and shoring outside Railroad ROW, the following retaining wall types are acceptable for use as temporary retaining walls:
1. Mechanically Stabilized Earth (MSE) with geogrid, geotextile or metallic soil reinforcing
  2. Sheet piling
  3. Soldier piling
  4. Soil nail
  5. Cast-in-place concrete
- C. Obtain approval from the Engineer for other temporary retaining wall types.



## 2.2 MATERIALS

- A. Concrete
  - 1. Class AA(AE). Refer to Section 03055.
- B. Reinforcing Steel
  - 1. Refer to Section 03211.
- C. Structural Steel
  - 1. Refer to Section 05120.
- D. Timber
  - 1. Refer to Section 06055

## 2.3 DESIGN CRITERIA AND REQUIREMENTS

- A. For temporary retaining walls within Railroad ROW, design temporary retaining walls according to UPRR Guidelines for Temporary Shoring.
- B. For temporary retaining walls outside Railroad ROW, design temporary retaining walls according to the UDOT-GMOI and one of the following:
  - 1. AASHTO LRFD Bridge Design Specifications,
  - 2. AASHTO Guide Design Specification for Bridge Temporary Works,
  - 3. Another established and generally accepted design code or specification for such work.
- B. For temporary retaining walls outside Railroad ROW, design temporary retaining walls to support at least the following loads:
  - 1. Earth pressure (including the effects of pore-water pressure)
  - 2. Live load surcharge
  - 3. Construction live loads
- C. Design temporary retaining walls that will remain in place and become part of permanent retaining walls or slopes (in whole or in part) to meet the requirements for the permanent and temporary conditions, such as compaction, density, settlement, stability, and design life.
- D. Determine the drivability of proposed piles and sheet piles.

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Construct temporary retaining walls according to the authorized temporary retaining wall working drawings.

- B. Maintain stability of temporary slopes.

### 3.2 INSTALLATION AND REMOVAL

- A. Excavate for temporary retaining walls according to Section 02317.
- B. Construct retaining walls on solid foundations that are safe from undermining, protected from softening, and capable of supporting the intended imposed loads.
- C. Remove temporary retaining walls at least 2 ft below the finished grade.

END OF SECTION

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

**SPECIAL PROVISION**

**SECTION 03211M**

**REINFORCING STEEL AND WELDED WIRE**

Replace Article 1.3 with:

**1.3 REFERENCES**

- A. AASHTO M 31: Deformed and Plain Carbon and Low-Alloy Steel Bars for Concrete Reinforcement
- B. AASHTO M 336: Steel Wire and Welded Wire, Plain and Deformed for Concrete Reinforcement
- C. AASHTO T 106: Compressive Strength of Hydraulic Cement Mortar (Using 50-mm or 2-in Cube Specimens)
- D. ASTM A 108: Steel Bar, Carbon and Alloy, Cold-Finished
- E. ASTM A 641: Zinc-Coated (Galvanized) Carbon Steel Wire
- F. ASTM A 493: Stainless Steel Wire and Wire Rods for Cold Heading and Cold Forging
- G. ASTM A 706: Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement
- H. ASTM A 767: Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement
- I. ASTM A 775: Epoxy-Coated Steel Reinforcing Bars
- J. ASTM A 884: Epoxy-Coated Steel Wire and Welded Wire Reinforcement
- K. ASTM A 934: Epoxy-Coated Prefabricated Steel Reinforcing Bars
- L. ASTM A 955: Deformed and Plain Stainless-Steel Bars for Concrete Reinforcement
- M. ASTM A 970: Headed Steel Bars for Concrete Reinforcement

**FOR BIDDING REFERENCE ONLY**  
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- N. ASTM A 1035: Deformed and Plain, Low-Carbon, Chromium, Steel Bars for Concrete Reinforcement
- O. ASTM A 1060: Zinc-Coated (Galvanized) Steel Welded Wire Reinforcement, Plain and Deformed, for Concrete
- P. ASTM D 3963: Fabrication and Jobsite Handling of Epoxy-Coated Steel Reinforcing Bars
- Q. ASTM E 3121: Field Testing of Anchors in Concrete or Masonry
- R. ACI 355.4: Qualification of Post-Installed Adhesive Anchors in Concrete
- S. American Welding Society (AWS) Standards
- T. Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice

**Add the following to Article 2.1:**

- D. Deformed or plain, low-carbon, chromium, steel bars
  1. Refer to ASTM A 1035-OM Grade 100.
  2. Refer to ASTM A 1035-CS/AASHTO M334 Grade 100.

**Delete Article 2.10 and replace with the following:**

**2.10 FABRICATION**

- A. Bend reinforcement to the shapes as shown. Refer to CRSI Manual of Standard Practice.
- B. Do not heat the bars during the bending operations.

**Delete Article 3.1, paragraph D and replace with the following:**

- D. Ship, handle, and store stainless and low-carbon, chromium, steel so it does not come in contact with carbon steel.
  1. Cover stainless and low-carbon, chromium, steel with tarps during outdoor storage.
  2. Separate bundles of stainless and low-carbon, chromium, steel from other types of reinforcing steel with wooden spacers.
  3. Store stainless and low-carbon, chromium, steel on wooden supports off the ground or floor.



**Delete Article 3.3, paragraph K and replace with the following:**

- K. Place stainless and low-carbon, chromium, steel so that it does not come in contact with carbon steel.
  - 1. Do not tie stainless and low-carbon, chromium, steel to uncoated or coated carbon reinforcing steel, galvanized attachments, or galvanized conduits.
    - a. Maintain at least 1 inch clearance between the metals using nylon or polystyrene spacers when stainless and low-carbon, chromium, steel reinforcing or dowels must be near coated or uncoated reinforcing, or galvanized metals.
      - 1) Bind using nylon cable ties.
      - 2) Maintain at least 1 inch clearance unless insufficient space exists.
        - a) Either bar may be sleeved with a 1/8 inch minimum thick insulator material such as polyethylene, nylon or rubber tube, extending at least 1 inch in either direction past the point of closest contact between the two dissimilar bars.
        - b) Sleeves are not allowed for bars that run parallel to each other.

END SECTION

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

**SPECIAL PROVISION**

**PROJECT # S-I15-7(368)294  
PIN # 18254**

**SECTION 09981S**

**CONCRETE COATING**

Delete Section 09981 and replace with the following:

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Water repellent and tinted concrete sealer applied to concrete surface.
- B. Tinted concrete sealer reapplied over graffiti.

**1.2 RELATED SECTIONS Not Used**

**1.3 REFERENCES**

- A. ASTM D 968: Abrasion Resistance of Organic Coatings by Falling Abrasive
- B. ASTM D 3960: Volatile Organic Compound (VOC) Content of Paints and Related Coatings
- C. ASTM D 4285: Indicating Oil or Water in Compressed Air
- D. ASTM D 7234: Pull-Off Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers

**1.4 DEFINITIONS Not Used**

**1.5 SUBMITTALS**

- A. Concrete Coating System
  - 1. Manufacturer's product data sheets and recommended installation instructions for each product used, for review.
    - a. Include water repellent minimum application rate per coat.
  - 2. Letter of compatibility from the tinted concrete sealer manufacturer, for review, indicating that the tinted concrete sealers to be used are compatible with the water repellents to be used.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

3. Three 8½ inch by 11 inch samples of each tinted concrete sealer color required on the project for review before ordering concrete coating materials.

## 1.6 FIELD EVALUATION

- A. Apply the full color palate with the full concrete coating system to one area of each concrete element to be coated when shown for authorization of the color scheme before the full application of the concrete coating system.

## PART 2 PRODUCTS

### 2.1 CONCRETE COATING SYSTEM

- A. Water Repellent
  1. Use 100 percent (approximate) Alkoxy Silane as a base coat.
    - a. Meet VOC content of 350 g/L or less for a reactive penetrating sealer. Refer to ASTM D 3960.
- B. Tinted Concrete Sealer
  1. Use a 100% acrylic emulsion stain that meets the requirements of Table 1.
  2. Tint the concrete sealer to provide the colors as described.
    - a. Match the color of the existing surface when applying over graffiti.

Table 1

PROPERTIES OF CURED TINTED CONCRETE SEALER		
Property	Value	Method
Abrasion Resistance, min. liters per mill	30	ASTM D 968
Adhesion to Concrete	Substrate failure	ASTM D 7234
VOC content, max. g/L	100	ASTM D 3960

### 2.2 EQUIPMENT

- A. Sandblaster/Air Compressor
  1. Verify air is free of water and oil according to ASTM D 4285.
- B. Pressure Washer
  1. At least 3000 psi but no more than 5000 psi.

## **PART 3 EXECUTION**

### **3.1 GENERAL**

- A. Use only one concrete coating system on an individual element.
  - 1. Coating system consists of water repellent as base coat under two coats of tinted concrete sealer.
- B. Furnish, prepare, apply, cure, and store materials according to the product manufacturer's directions and as specified in this Section.
  - 1. Do not allow material to freeze
  - 2. Deliver concrete coating materials to the project site in sealed containers bearing the manufacturer's original labels with the brand, color, and type clearly marked on each container.
- C. Omit water repellent when applying tinted concrete sealer over graffiti.

### **3.2 PREPARATION BEFORE WATER REPELLENT APPLICATION**

- A. Cure concrete for 28 days before water repellent application.
  - 1. Rapid setting patch materials do not need to cure for 28 days, but must meet moisture content levels specified in this Section.
- B. Completely remove curing compounds, oil, grease, dirt, and any other surface contaminants from concrete surfaces.
  - 1. Use one of the following methods:
    - a. Pressure washing
    - b. Shotblasting
    - c. Sandblasting
  - 2. Reclean contaminated surfaces before the application of the next coat if surface becomes contaminated between coats.
- C. Remove dust or debris just before application of the product with compressed air.
- D. Measure moisture content with an electronic concrete moisture meter at three or more locations along the area to be sealed.
  - 1. Measure recently patched concrete areas separately.
  - 2. Do not apply sealer if any measurements exceed 4.0 percent.

### **3.3 LIMITATIONS**

- A. Apply when the outside air temperature is between 45 and 90 degrees F, and will remain between 45 and 90 degrees F per the manufacturer's recommended cure time.

- B. Do not apply within 24 hours of a rain event or pressure washing, nor if a rain event is forecasted within 24 hours.

### 3.4 WATER REPELLENT APPLICATION

- A. Apply according to the manufacturer's recommendations.
- B. Apply at least two coats of water repellent.
  - 1. Apply additional coats of water repellent wet on wet.
  - 2. Apply coats at an application rate of at least the manufacturer's minimum recommended rate until the surface is saturated.
- C. Allow water repellent to cure for at least 4 hours or as recommended by the manufacturer, whichever is longer, before proceeding to tinted concrete sealer preparation.

### 3.5 TINTED CONCRETE SEALER APPLICATION

- A. Pressure wash surface and allow area to dry for 24 hours and complete any additional surface preparation requirements per manufacturer's recommendations.
- B. Stir the coating materials thoroughly before and during application.
- C. Apply according to the manufacturer's recommendations.
- D. Apply two coats of the tinted concrete sealer.
  - 1. Apply the first coat evenly at an application rate of 1 gal tinted concrete sealer/225 to 350 sq ft working in one direction.
  - 2. Cure the first coat of the tinted concrete sealer at least 4 hours or as recommended by the manufacturer before the second coat of the tinted concrete sealer is applied.
  - 3. Apply the second coat evenly at an application rate of 1 gal tinted concrete sealer/225 to 350 sq ft working in the opposite direction of the first coat.

### 3.6 PROTECTION

- A. Prevent sandblasting material, coating products and debris from falling into waterways, pedestrian areas, traffic areas, or onto railroad tracks.
- B. Protect roadway surfaces from overspray.

END OF SECTION

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.



**REFERENCE ONLY**  
... obtain an original set  
... specified in the  
... only and shall

# Part 5: Drawings

**FOR**  
General Contract  
of plans from the original  
contract documents. These  
not be

# Drawings in Separate PDF file.

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General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

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# Part 6: Appendices

**FOR**  
General Contract  
of plans from the office  
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# Geotechnical Engineering Report

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Brigham City Connection Project — Forest Street Overpass

Brigham City, Utah

February 28, 2024

Terracon Project No. 61215166

**Prepared for:**

Parametrix Inc.  
Salt Lake City, Utah

**Prepared by:**

Terracon Consultants, Inc.  
Midvale, Utah

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February 28, 2024

Parametrix Inc.  
5479 Riverboat Rd, Suite 130  
Salt Lake City, Utah 84123



Attn: Mr. Adam Birdsall, P.E.  
P: (385) 341-2834  
E: ABirdsall@parametrix.com

Re: Geotechnical Engineering Report  
Brigham City Connection Project — Forest Street Overpass  
850 West Forest Street  
Brigham City, Utah  
Terracon Project No. 61215166  
UDOT Project No. S-0209(35)10

Dear Mr. Birdsall:

We have completed the Geotechnical Engineering services for the above-referenced project. This study was performed in general accordance with Terracon Proposal No. P61215166, revision dated October 13, 2021. This report presents the findings of the subsurface exploration and provides geotechnical recommendations regarding earthwork and the design and construction of foundations, embankments, retaining walls, and pavement sections for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,  
Terracon Consultants, Inc.

Kenan J. Beninati  
Staff Engineer

Rick L. Chesnut, P.E., P.G.  
Senior Principal



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**Note:** This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks that direct the reader to that section and clicking on the **GeoReport** logo will bring you back to this page. For more interactive features, please view your project online at [client.tetracon.com](http://client.tetracon.com).

## ATTACHMENTS

**SITE LOCATION AND EXPLORATION PLANS**  
**EXPLORATION RESULTS**  
**SUPPORTING INFORMATION**

**Note:** Refer to each individual Attachment for a listing of contents.

**Geotechnical Engineering Report**  
**Brigham City Connection Project — Forest Street Overpass**  
**850 West Forest Street**  
**Brigham City, Utah**  
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## INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed Brigham City Connection Project Forest Street Overpass to be located near 850 West Forest Street in Brigham City, Utah. The purpose of these services is to provide information and geotechnical engineering recommendations relative to

- subsurface soil conditions
- groundwater conditions
- site preparation and earthwork
- seismic considerations
- embankment construction
- foundation design and construction
- excavation considerations
- lateral earth pressures
- retaining structures
- pavement section thickness design

The geotechnical engineering Scope of Services for this project included the advancement of seven test borings and two Cone Penetrometer Test (CPT) soundings along the project to depths ranging from approximately 40 to 120 feet below existing site grade. In addition, dissipation and shear wave velocity testing was performed in conjunction with the CPT soundings.

Maps showing the site and exploration locations are included in the **Site Location and Exploration Plans** section. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included in the boring logs and/or as separate graphs in the **Exploration Results** section.

## SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

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Item	Description
<b>Parcel Information</b>	The project site is located in Brigham City, Box Elder County, Utah. The project alignment is along Forest Street at the Union Pacific Railroad (UPRR) mainline near 900 West Street. See <b>Site Location</b>
<b>Existing Improvements</b>	At-grade intersection of Forest Street and UPRR. Sidewalks and curb and gutter are present along Forest Street. Adjacent properties consist of residential developments, Brigham City Depot Museum, commercial/industrial facilities, and a community swimming pool.
<b>Current Ground Cover</b>	Asphalt pavement and four rail lines that intersect the roadway along with associated roadway shoulders, railroad ballast, graded railroad, and roadway corridors. Sidewalks, curbs, and gutters were observed adjacent to the roadway at some locations.
<b>Existing Topography</b>	Sloping downhill to the west with elevations ranging from 4,335 to 4,290 feet based on the project drawings dated 2/11/2022.

## PROJECT DESCRIPTION

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
<b>Information Provided</b>	Parametrix has provided a copy of the 60% design drawings for the project. Design traffic information was provided by Parametrix in emails dated January 10, 2023, and February 21, 2023.
<b>Project Description</b>	The project will include construction of a grade separated overpass structure extending Forest Street over the UPRR lines along with associated approach fills and retaining walls Retaining walls are expected to consist of single-stage wrap-around Mechanically Stabilized Earth (MSE) walls retaining embankment fill at the abutment face and north and south sides of the east and west bridge approaches. Existing pavement along Forest Street will be replaced with a new Hot Mix Asphalt (HMA) pavement supported on Untreated Base Course (UTBC) and Granular Borrow (GB) on properly prepared native soils.
<b>Proposed Structure</b>	Five-span elevated bridge structure with abutments supported on driven pile foundations. The bridge will consist of concrete girders and deck and will be 512 feet long and 64 feet 10 inches wide.

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Item	Description
<b>Maximum Loads</b>	Maximum Pile Loading: Service: 259 kips Strength: 365 kips Nominal: 562 kips
<b>Grading/Slopes</b>	Approach fills to the bridge are expected to be up to 26 feet tall and retained with MSE walls. Other than fills placed to elevate bridge approaches, general site grading is expected to be minimal, generally less than 3 feet.
<b>Below-Grade Structures</b>	None
<b>Free-Standing Retaining Walls</b>	MSE walls constructed to retain approach fills. Walls will be up to 26 feet tall.
<b>Pavements</b>	HMA supported on UTBC and GB underlain by properly prepared native soil.
<b>Estimated Start of Construction</b>	Spring or summer of 2024

**PROPOSED BRIDGE AND WALL IMPROVEMENTS**

We understand the bridge will be constructed to extend Forest Street over the UPRR lines. Associated walls will be constructed to retain fill soils placed to elevate bridge approaches. Bridge information is summarized below.

Item	Description
<b>Structure Classification</b>	Normal
<b>Span</b>	5
<b>Girder Type</b>	Concrete
<b>Abutment to Abutment Length</b>	512 feet (out to out backwall)
<b>Approximate Width</b>	65 feet (out to out)

New fill walls are proposed to retain fill placed to elevate approaches to the bridge structure, one for the east approach and the other for the west approach.

Item	Description
<b>Type</b>	MSE
<b>Stationing</b> (Approx.)	East Wall: 116+48.13 West Wall: 111+36.13
<b>Maximum Exposed Wall Height, <i>H</i> (ft)</b>	26
<b>Minimum Embedment, <i>E</i> (ft)</b>	Minimum 2 or 0.1 <i>H</i>

Item	Description
Design Height, $H_D = H + E$ (ft)	28
Top Ground Slope Condition	Flat
Bottom Ground Slope Condition	Flat

## SUBSURFACE CONDITIONS

### Subsurface Exploration

Our team completed four soil borings and two CPTs near planned bridge supports and three borings for planned walls. Laboratory testing was completed on soil samples collected during drilling. The following table provides a list of the subsurface explorations for the site.

Exploration Type / Depth (ft)	Boring ID	Structure Footprint	Approximate Location
Boring / 40	B-W-1 <sup>1</sup>	Wall	West Approach
Boring / 32	B-W-2	Wall	West Approach
Boring / 41.5	B-W-3	Wall	East Approach
Boring / 110	B-S-1	Abutment	Abutment #1
Boring / 115	B-S-2	Bent	Bent #5
Boring / 100	B-S-3	Bent	Bent #3
Boring / 115	B-S-4	Abutment	Abutment #6
CPT / 120.5	CPT-1	Bent	Bent #2
CPT / 117.2	CPT-2 <sup>1</sup>	Bent	Bent #4

Note(s):

1. Auger/Equipment refusal

**Exploration Layout and Elevations:** Unless otherwise noted, Terracon personnel provided the boring layout. Initial coordinates were obtained with a handheld GPS unit (estimated horizontal accuracy of about ±10 feet) and approximate elevations were obtained by interpolation from site topographic maps. Final coordinates and elevations were surveyed by the client.

**Subsurface Exploration Procedures:** We advanced the borings with a truck-mounted rotary drill rig using continuous flight augers. Four samples were obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. In the thin-walled tube sampling procedure, a thin-walled, seamless steel tube with a sharp cutting edge was pushed hydraulically into the soil to obtain a relatively undisturbed sample. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer



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falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as *N*-values, are indicated in the boring logs at the test depths. We observed and recorded groundwater levels during drilling and sampling. For safety purposes, all borings were backfilled with auger cuttings after their completion.

The Cone Penetration Tests were completed using a 25-Ton truck mounted rig pushing a 1¼-inch diameter Type 2 Piezocone and taking tip, side, and pore pressure measurements about every inch. Dissipation tests to record static pore water pressure were completed at selected intervals. In addition, shear wave velocity tests (*V<sub>s</sub>*) were performed in conjunction with the CPT soundings.

The sampling depths, penetration distances, and other sampling information were recorded in the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

### Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests to develop the engineering properties of the various soil strata, as necessary, for this project. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216: Laboratory Determination of Water (Moisture) Content of Soil by Mass
- ASTM D4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D422: Particle-Size Analysis of Soils
- ASTM D2435/D2435M: 1-D Consolidation Properties of Soils Using Incremental Loading
- ASTM D2850: Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils
- ASTM D3080: Direct Shear Test of Soils Under Consolidated Drained Conditions

The laboratory testing program often included examination of soil samples by an engineer. Based on the material's texture and plasticity, we described and classified the soil samples in accordance with the Unified Soil Classification System.

## Typical Subsurface Profile

The soil profile encountered in the Terracon borings can be generalized as follows.

Description	Approximate Depth to Bottom of Stratum (ft)	Material Encountered	Consistency/Density
Stratum 1	0 to 27	SAND (SM & SP-SM) with varying amounts of silt, gravel also contains isolated layers of silt	Loose to Medium Dense
Stratum 2	27 to 53	SAND and GRAVEL (SM, SW, SP-SM, GP-GM, & GM) with varying amounts of silt, also contains isolated layers of silt	Medium Dense to Dense
Stratum 3	53 to 93	CLAY (CL) with varying amounts of sand, gravel, and silt, also contains isolated layers of silt	Very Soft to Stiff
Stratum 4	93 to 115	SILT (ML) with varying amounts of sand and gravel, also contains isolated layers of sand	Very Loose to Very Dense

On-site native granular soils may be considered for reuse as Granular Borrow or Embankment Fill. Granular soils do not appear to meet the requirements of Mechanically Stabilized Earth (MSE) wall backfill. Fine-grained native and Undocumented Fill does not appear to meet the requirements of Granular Borrow or Embankment Fill. Materials proposed for use as engineered fill must be tested to verify that they meet appropriate requirements.

### Groundwater Conditions

The following presents a summary of the groundwater conditions encountered during drilling in the soil borings and results of dissipation tests completed in the CPT soundings.

Boring ID	Recorded Approximate Groundwater Depth (ft)
B-W-1	11
B-W-2	16
B-W-3	21
B-S-1	15.5
B-S-2	21
B-S-3	14.5
B-S-4	21
CPT-1	15
CPT-2	20

It should be recognized that fluctuations of the groundwater table may occur due to seasonal variations in the amount of rainfall, runoff, future construction, and other factors not evident at the time the borings were performed. Evaluation of these factors is beyond the scope of this exploration.

## GEOLOGY

The site is located near the Wasatch Mountains at the western margin of the Basin and Range physiographic province. The northwest portion of the Basin and Range province is situated north of the Colorado Plateau and is bounded by the Wasatch Mountains to the east. Formed during middle and late Tertiary time (1 million years to 23 million years ago), the Basin and Range province is dominated by fault-controlled topography. The topography consists of mountain ranges and relatively flat, broad alluvial valleys. These mountain ranges and valleys have evolved from generally complex movements and associated erosional and depositional processes.

The site is located within an area mapped as Quaternary Alluvium and colluvium deposits. These deposits are expected to be related to the historic Lake Bonneville and have deposited from Box Elder Canyon to the East. Drainage flows along local streams and creeks to the west to the Bear River and the Great Salt Lake.

Geological units mapped at the surface near the project site are summarized in the following table. The geology map is presented in the [Site Location and Exploration Plans](#) section.

Mapped Geological Units	Description Geological Units
Qad	Qad: Fan-delta deposits — Clast-supported gravel, with sand and finer grained sediment deposited in Lake Bonneville lacustrine delta and alluvial fan at the mouth of Box Elder Canyon
Note(s): Based on the Utah Geological Survey (UGS), Geologic Map of Brigham City 7.5 Minute Quadrangle Map, Box Elder and Cache Counties, Utah: Mark E. Jensen and Jon K. King 1999	

### Geologic Hazards

Identified geologic hazards are summarized in the following sections.

#### Active Faults

Based on our review of the *U.S. Quaternary Faults and Folds Database* by the United States Geological Survey (USGS), nearby mapped quaternary faults are:

- Wasatch Fault Zone, Brigham City Section: 0.2 miles to the east

Based on the location of the mapped fault, fault rupture at the site is not expected.

## Topographic Hazards

Based on a review of the *Geologic Hazard Special Study Areas, Wasatch Front, Utah* by Gary E. Christenson and Lucas M. Shaw in 2008, landslides and debris flow hazards are not mapped within the vicinity of the site. No indications of recent debris flow or mass movement was observed at the site.

## Problematic Soil Hazards

A review of the Utah Geological Survey Geologic Hazard Maps database did not identify any maps showing problematic soil hazards at the project site. However, the site is located on the eastern boundary of an area mapped as having a high potential for liquefaction.<sup>1</sup> Soils vulnerable to potential liquefaction were encountered in our exploration on this project site.

## Seismic Overview

Strong ground shaking is anticipated at the site during a seismic event. Based on mapped faults, fault rupture at the site is not expected. Liquefaction potential and lateral spread will be addressed in this section. Design earthquake parameters corresponding to 7 percent probability of exceedance in 75 years are provided in the table below.

## Site Class

The AASHTO LRFD Bridge Design Specifications, 9<sup>th</sup> Edition (AASHTO LRFD) Site Class is provided in the table below. The Site Class was determined based on Shear Wave Velocity testing results in addition to the  $A_v$  values from soil borings.

## Design Response Spectrum

Based on the subsurface information at the structure location, the Site Class according to AASHTO guidelines, which is defined by the upper 100 feet of the subsurface profile, is provided in the following table along with the corresponding seismic parameters.

The National Seismic Hazard Map database was searched to identify the peak ground acceleration (PGA) and spectral accelerations for 0.2 second ( $S_s$ ) and 1.0 second ( $S_1$ ) periods for 7% probability of exceedance (PE) in 75 years at the project site for site class B.

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<sup>1</sup> Christenson, G.E., Shaw, L.M., 2008, *Liquefaction Special Study Areas, Wasatch Front and Nearby Areas, Utah, Supplement Map to Utah Geological Survey Circular 106*



PGA and spectral values are provided in the following table. Site factors from AASHTO LRFD Bridge Design Specifications to adjust Site B values to Site D are also provided.

Description	Value	
	7% PE in 75 years	3% PE in 75 years
Latitude	41.510607°	
Longitude	-112.029483°	
Return Period	1033	2462
AASHTO LRFD Bridge Design Site Class	D	
Peak Ground Acceleration, g	0.372	0.614
S <sub>s</sub> Spectral Acceleration for a Short Period (0.2 Sec) g	0.846	1.431
S <sub>1</sub> Spectral Acceleration for a 1-Second Period (1.0 Sec) g	0.239	0.420
F <sub>pga</sub> Site Coefficient for PGA	1.128	1.000
F <sub>a</sub> Site Coefficient for a Short Period (0.2 Sec)	1.162	1.000
F <sub>v</sub> Site Coefficient for a 1-Second Period (1.0 Sec)	1.921	1.581
A <sub>s</sub> , g	0.420	0.614
S <sub>Ds</sub> , g	0.983	1.431
S <sub>D1</sub> , g	0.460	0.663

**Liquefaction and Lateral Spread**

As described previously, the site is located on the eastern boundary of an area mapped as having a high potential for liquefaction. Soils vulnerable to potential liquefaction were encountered in our exploration on this project site.

A liquefaction analysis was performed using both Standard Penetration Test (SPT) data and Cone Penetrometer Test (CPT) sounding data and the 3 PE in 75 year ground A<sub>s</sub> value. Based on the soil conditions encountered in the borings and CPTs, during a significant seismic event the liquefaction-induced settlement may be expected to be between approximately 2.5 to 6 inches at the ground surface. Lateral spread is not expected to occur across this project site due to lateral discontinuity of soil layering and density.

**GEOTECHNICAL OVERVIEW**

Based on the results of the subsurface exploration, laboratory testing, and our analyses, it is our opinion that this site is suitable for the proposed construction, provided the recommendations presented in this report are followed.

The subsurface soils encountered in the borings consist of loose to medium dense granular soil, primarily silty sand with varying amounts of gravel, underlain by medium dense to dense granular



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soil. Below those granular soils, there are very soft to stiff, fine-grained, primarily clay soils at depths between approximately 55 to 95 feet and below is stiff fine-grained soil mixed with medium dense to very dense granular soil layers.

Slope stability (global) analysis performed for the proposed abutment walls indicate that the minimum factor of safety for global stability at the cross sections analyzed is greater than the minimum requirements. Details are provided in the **Global Wall Stability Analysis** subsection.

Geotechnical engineering recommendations for bridge foundations, embankments, retaining walls, pavement sections, and other earth-connected phases of the project are outlined below. The recommendations contained in this report are based upon the results of field and laboratory testing (which are presented in the **Exploration Results** section), engineering analyses, and our current understanding of the proposed project.

The **General Comments** section provides an understanding of the report's limitations.

## EARTHWORK

Earthwork is anticipated to include clearing and grubbing, excavations, and fill placement. Earthwork, fill materials, and placement and compaction of fills should follow current Utah Department of Transportation (UDOT) Standard Specifications.

Demolition of the existing pavements or other site structures should include complete removal of all components including foundation systems within the proposed construction area. This should include removal of any loose backfill found adjacent to existing foundations. All materials derived from the demolition of existing structures and pavements should be removed from the site and not be allowed for use in any on-site fills.

Although evidence of fills or underground facilities such as septic tanks, cesspools, basements, and utilities was not observed during the site reconnaissance, such features could be encountered during construction. If unexpected fills or underground facilities are encountered, such features should be removed and the excavation thoroughly cleaned prior to backfill placement and/or construction.

Earthwork on the project should be observed and evaluated by Terracon. The evaluation of earthwork should include observation and testing of engineered fill, subgrade preparation, foundation bearing soils, and other geotechnical conditions exposed during the construction of the project.

## Earthwork Construction Considerations

It is anticipated that excavations for the proposed construction can be accomplished with conventional earthmoving equipment.

All excavations should be sloped or braced as required by Occupational Health and Safety Administration (OSHA) regulations to provide stability and safe working conditions. Temporary excavations will probably be required during grading operations. The grading contractor, by their contract, is usually responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain the stability of both the excavation sides and bottom. All excavations should comply with applicable local, state, and federal safety regulations, including the current OSHA Excavation and Trench Safety Standards.

Construction site safety is the responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean that Terracon is assuming any responsibility for construction site safety or the contractor's activities; such responsibility shall neither be implied nor inferred.

## DEEP FOUNDATIONS

### Driven Pile Design Parameters

The following pile type was analyzed for the bridge.

Deep Foundation Type	Diameter (in.)	Wall Thickness (in.)	End Conditions	Minimum Yield Stress
Concrete-filled closed end pipe pile	16	0.5	Closed end, flat plate	45 ksi (ASTM A252 Grade 3)

Piles should be driven to the required driving resistance and tip elevations. Piles should be driven to develop skin friction in the soils above the pile tip and end-bearing resistance in the deeper granular soil. Estimated and minimum pile embedment depth/elevation, estimated pile lengths, and loading conditions are provided in the table below.

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Location	Pipe Pile Size (in.)	No. of Piles	Estimated Tip Depth / Elevation (feet)	Minimum Tip Depth / Elevation (feet)	Estimated Pile Length (feet) <sup>1</sup>	Nonfactored Drag Load (kips) <sup>2</sup>
Abutment 6 (East)	16	10	100 / 4,222	97 / 4,225	100	370
Abutment 1 (West)	16	10	90 / 4,219	87 / 4,222	90	460
Bents	16	9	90 / 4,222	87 / 4,225	90	340

Note(s):

- Estimated pile length from existing ground surface. Length may need to be adjusted based on size and location of pile cap.
- Values shown are for static drag load due to fill placement and neutral plane depth. Expected drag load associated with liquefaction for use in evaluation of the Extreme Limit state is estimated to be 250 kips.

### Pile Axial Resistance

Resistance for driven pile foundations is based on procedures outlined in Section 10 of the AASHTO LRFD Bridge Design Specifications (8<sup>th</sup> Edition) and methods outlined in the Design and Construction of Drive Pile Foundations — Volume 1 (FHWA NHI Courses No. 132021 and 132022, September 2016). The resistance values provided are based on resistance factors as outlined in Table 10.5.5.2.3-1 of the AASHTO LRFD specification for driven piles. Resistance values in kips for piles driven to the estimated tip elevation are summarized in the following table.

Location	Pipe Pile Size (in)	$Q_{ult}$ $\phi = 1.0$	$Q_R$ <sup>1</sup> $\phi = 0.65$	$Q_{EQ}$ $\phi = 1.0$	$Q_{Serv}$ <sup>2</sup> $\phi = 1.0$	$Q_{Lat}$ <sup>3</sup> Fixed $\phi = 1.0$	$Q_{EQ Lat}$ <sup>4</sup> Fixed $\phi = 1.0$	$Q_{EQ Up}$ $\phi = 0.8$	$Q_{Up}$ $\phi = 0.2$
Abutment 6 (East)	16.00	820	403	450	259	97	118	360	125
Abutment (West)	16.00	740	481	345	259	96	115	276	145
Bents	16.00	580	377	415	242	78	98	332	115

Note(s):

- Geotechnical resistance factor ( $\phi$ ) of 0.65 used for Strength Limit State requires that the piles be tested utilizing the Pile Driving Analyzer (PDA) with CAPWAP signal matching per Table 10.5.5.2.3-1 of the AASHTO LRFD.
- Settlement  $\leq 1.0$  inch.
- Lateral displacement = about 1.0 inch for a single pile driven to minimum tip embedment elevation. Fixed-head condition given. Corrosion of 0.10 inch considered.  $P$ -Multiplier,  $P_m = 1.0$ .
- Lateral displacement = about 2.5 inches for a single pile driven to minimum tip embedment elevation. Fixed-head condition given. Corrosion of 0.10 inch considered.  $P$ -Multiplier,  $P_m = 1.0$ . For use in Strength Limit Loading condition.

Pile axial resistance versus elevation/depth is included in the **Supporting Information**.

## Pile Settlement and Drag Load

The resulting settlement of the subsurface soil underlying the constructed embankment or retained fill is summarized later in this report. As such, there will be drag load resulting from the placement of fill. The structural engineer should evaluate the structural capacity of the pile with regard to the drag load and structural dead load and make sure the pile section is adequate to resist the applied loads without yielding. Appropriate resistance and load factors should be applied.

Drag load related to liquefaction will occur during a seismic event at the site. Drag load due to liquefaction related settlement is expected to be on the order of 159 kips per pile.

## Pile Group Effects — Axial Resistance

Pile groups may experience a reduction in axial resistance, depending upon configuration of the pile group. The reduction in axial downward and uplift resistance can be avoided by spacing piles at a minimum distance of at least three diameters center to center. Piles spaced less than three diameters center-to-center should be evaluated on an individual basis to develop appropriate reductions in resistance.

## Pile Installation Considerations

Piles should be installed in accordance with UDOT Standard Specification Section 02455 — Driven Piles. A pile drivability analysis was completed using GRLWEAP version 2010-7 software, and assuming the piles would be driven using an ICE I-30 diesel hammer. This analysis is qualitative and highly dependent on the assumptions made. Our assumptions are based on the results of the subsurface explorations performed at the site. Because the drilling and sampling equipment has a relatively small diameter compared to a pile and subsurface conditions may vary away from the exploration locations, the blow counts and retrieved samples may not fully reflect the actual resistance they will provide. Consequently, the results of these analyses may not fully reflect the potential range of conditions across the site for pile driving.

Item	Description	
<b>Pile Data</b>	Type:	Pipe Pile (concrete filled, closed end)
	Pile Size	16.00 inch
	Wall Thickness:	0.5 inch
	Minimum Yield Stress:	45 ksi (ASTM A 252 Grade 3 Steel)
<b>Hammer/Cushion Data</b>	Type:	Single Action Diesel
	Manufacturer:	ICE
	Model:	I-30
	Energy:	72 kip-feet
	Ram Weight:	6.6 kips



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Item	Description
Area:	398 square inches
Cushion Type/Thickness:	2-inch polymer nylon
Coeff. of Restitution:	0.92
Mod. of Elasticity:	175 ksi

Pile cushion information should be verified by the contractor.

Location	Gain/Loss Factor: Shaft/Toe $f_g$	Hammer Type	Hammer Pressure	Estimated Pile Tip Depth / Elevation (ft)	Driving Resistance (kips)	Maximum Blows (blows/ft)	Estimated Driving Stress (ksi)
Abutments	1.0 / 1.0 (RS <sup>2</sup> )	ICE I-30	100%	100 / 4,222	740	107	39
Bents	1.0 / 1.0 (RS <sup>2</sup> )	ICE I-30	100%	90 / 4,222	580	40	36

Note(s):

- For information only, pile resistance and driving criteria to be determined in the field, using PDA analysis and field blow counts.
- RS — Restrike. Assumes full setup on shaft and toe of pile.

Based on the results of the drive analyses, an ICE I-30 or hammer with equivalent energy may be used to drive the piles to the estimated tip embedment elevation without overstressing the pile or experiencing excessive blow counts. Actual driving resistance may vary depending on the presence of cobbles and boulders. Driving shoes should be used. Predrilling is recommended.

Driving stresses and pile head conditions should be monitored during driving. Driving should be terminated and Terracon should be contacted if the pile yield stress is exceeded or the pile head becomes damaged. A Pile Driving Analyzer (PDA) test should be completed on the first pile at each support to verify resistance and measure stress in the piles during driving. The PDA test should be performed during initial drive, and readings should be recorded over at least the last 10 feet of pile embedment. A CAPWAP analysis should be completed to determine total resistance and side and tip components. Approximate unfactored pile resistance, calculated pile compressive stress, and estimated blow counts versus depth plots for the piles are included in **Supporting Information**. Actual pile driving criteria for the remaining piles will be determined after the PDA test on the first pile at each support.



## Lateral Resistance

Soil parameters used for the analysis of piles under horizontal loading were based on information obtained from the borings and laboratory testing. Lateral analysis design parameters are summarized below. Analyses reflect the following:

- a single pile
- a *P*-multiplier of 1.0 for group effects
- zones of potentially corrosive soils as discussed in the Corrosivity section

The structural engineer should apply the appropriate *P*-multipliers discussed below to account for group effects. Our analyses did not consider whether the piles yielded at the reported deflections. The structural engineer should review the results and evaluate applicability for structural design of the foundations.

Lateral analysis results are included in **Supporting Information**.

Depth Interval (ft)	<i>P</i> -Y Curve Soil	Moist Unit Weight (pcf)	Soil Cohesion (psf)	Effective Internal Friction Angle (°)	Static Strain $\epsilon_{50}$	Subgrade Modulus <i>k</i> (pci)
-24 to 0	Sand (Reese)	135	0	34	--	225
0 to 10	Sand (Reese)	105	0	32	--	25
10 to 18	Sand (Reese)	114	0	33	--	90
18 to 42	Sand (Reese)	53	0	33	--	60
42 to 52	Sand (Reese)	68	0	35	--	125
52 to 55	Sand (Reese)	53	0	33	--	60
55 to 95	Stiff Clay w/o Free Water	55	2500	0	0.007	400
95 to 115	Silt (Cemented c-phi)	53	500	30	0.02	80

## Pile Group Effects — Lateral Resistance

The multipliers provided in the October 2022 UDOT Geotechnical Manual of Instruction (MOI) Figure 15.1 are summarized below and should be used in the LPILE analysis to model reduction in pile group lateral resistance, where *B* is the width or outside diameter of the pile and the pile spacing is center to center:

**LATERAL REDUCTION FACTORS — GROUP EFFECTS**

Row	P-Multiplier				
	2B Pile Spacing	3B Pile Spacing	5B Pile Spacing	7B Pile Spacing	8B Pile Spacing
Row 1	0.60	0.75	1.0	1.0	1.0
Row 2	0.35	0.55	0.85	1.0	1.0
Row 3 or Higher	0.25	0.40	0.70	0.90	1.0

In addition, the following *P*-multipliers for piles located adjacent to MSE walls should be incorporated based on distance *B* from the back of MSE wall facing panels.

**LATERAL REDUCTION FACTORS — MSE WALLS**

Pile to Wall Spacing, <i>S</i> (In direction of loading)	<i>P</i> -Multiplier, <i>P</i> <sub>MSE</sub>
	8B Pile Spacing
2.0 <i>B</i>	0.4
3.0 <i>B</i>	0.7
4.0 <i>B</i>	1.0

**Pile Testing**

Geotechnical resistance factor of 0.65 used for Strength Limit State requires that pile driving criteria be based on testing pile(s) utilizing the Pile Driving Analyzer (PDA) with CAPWAP signal matching per Table 10.5.5.2.3-3 of the AASHTO LRFD. Pile-driving criteria should be determined based on PDA testing of the first pile driven at each abutment or bent pile group. Additional PDA testing may be required to revise the driving criteria.

**Lateral Earth Pressures**

Abutment walls should be backfilled with Structural Fill. The following table presents equivalent fluid pressures that may be used for estimating lateral earth pressures.

Earth Pressure Condition	Static <sup>1</sup>	Seismic <sup>1,2</sup>
	Equivalent Fluid Density With Level Backfill (pcf) / Lateral Earth Pressure Coefficient	Equivalent Fluid Density With Level Backfill (pcf) / Lateral Earth Pressure Coefficient 7% PE in 75 Years
Active	38 / $K_a = 0.28$	54 / $K_{Ae} = 0.40$
At Rest	60 / $K_0 = 0.44$	--

Earth Pressure Condition	Static <sup>1</sup> Equivalent Fluid Density With Level Backfill (pcf) / Lateral Earth Pressure Coefficient	Seismic <sup>1,2</sup> Equivalent Fluid Density With Level Backfill (pcf) / Lateral Earth Pressure Coefficient 7% PE in 75 Years
Passive	478 / $K_P = 3.54$	427 / $K_{Pe} = 3.16$

Note(s):

1. Lateral earth pressures based on Structural Fill with minimum internal friction angle of 34°, and moist unit weight of 135 pounds per cubic foot (pcf) and horizontal backfill.
2. Seismic coefficient of 0.19g or ½ of (As) associated with the 7 percent probability of exceedance in 75 year design event.

Lateral pressures from traffic surcharge load of 250 pounds per square foot, multiplied by the appropriate earth pressure coefficient should be included where the surcharge will be applied in the active earth pressure zone of the wall. Temporary construction surcharges, such as equipment loading, should be considered where appropriate.

Passive lateral earth pressures for bridge abutments may be estimated using calculation of Best-Estimate Passive Force  $P_p$  procedures described in AASHTO.

## MECHANICALLY STABILIZED EARTH RETAINING STRUCTURES

Walls along the project alignment are proposed as Mechanically Stabilized Earth (MSE) retaining structures. Design parameters for the retaining walls are presented in the following sections.

### RETAINING WALL INFORMATION

Retaining Wall Designation	East Retaining Wall	West Retaining Wall
Type	MSE Wall	
Maximum Exposed Wall Height, $H$ (ft)	22	26
Minimum Embedment, $E$ (ft)	2	
Design Height, $H_D = H + E$ (ft)	24	28
Top Ground Slope Condition	Flat	
Bottom Ground Slope Condition	Flat	

Global stability requirements for each wall section are presented in tables below.

## MSE Wall Design and Construction

Mechanically Stabilized Earth walls should be designed and constructed in accordance with UDOT standard specifications, AASHTO, and project Special Provisions. Fill materials used within the wall backfill zones should meet UDOT Select Backfill for MSE Walls requirements.

Internal stability and overall design of the walls will be performed by others.

## MSE Wall-Bearing Resistance

Bearing resistance of the MSE wall foundation soils walls was based on AASHTO procedures and the following criteria.

- Bearing resistance values are provided for Long-Term (Drained Soil Parameters) conditions.
- A resistance factor of 0.65 was used based on AASHTO LRFD Bridge Design Specifications, Table 11.5.7-1, Resistance Factors for Permanent Walls
- An embedment depth of 2 feet was assumed. The actual embedment depth will be provided by the wall designer. The MSE wall face will be supported on a 6-inch-thick leveling pad.

The following table provides input design parameters for the MSE retaining walls covered in this report.

**MSE RETAINING WALL SOIL AND DESIGN PARAMETERS**

Item		Description
Foundation Soil	Friction Angle (°)	
	Cohesion (psf)	-- <sup>4</sup>
	Total Unit Wt. (pcf)	
MSE Wall Backfill	Friction Angle (°)	34
	Cohesion (psf)	0
	Total Unit Wt. (pcf)	134 <sup>3</sup>
Retained Soil	Friction Angle (°)	32
	Cohesion (psf)	0
	Total Unit Wt. (pcf)	125
Strength Limit State Bearing Resistance <sup>1, 5</sup> — Drained $\phi=0.65$ , (ksf)		<ul style="list-style-type: none"> <li>■ East Wall: 4.0</li> <li>■ West Wall: 5.8</li> </ul>
Nominal Bottom of Wall Lateral Friction Coefficient		0.49 (for discontinuous reinforcement)
Sliding Resistance Factor <sup>2</sup>		1.0



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Serviceability	
Estimated Maximum Total Settlement at MSE Wall Face (in.)	≤ 2
Estimated Maximum Differential Settlement Along Wall Face (in./in.)	< 1/250

Note(s):

1. Bearing resistance based on reinforcement length of 70% of wall height.
2. AASHTO LRFD Table 11.5.7-1, *Resistance Factors for Permanent Retaining Walls*.
3. Soil unit weight used in retaining wall design should be selected by the wall designer based on available materials.
4. Foundation soil varies between walls. Refer to global stability in Supporting Information for foundation soil information.
5. Values should be checked against bearing loads induced by the planned MSE walls. If loads exceed the values presented ground improvement in the form of overexcavation and replacement of near surface loose soils will be required. It is expected that a minimum overexcavation and replacement depth of 5 feet would remove loose soils and increase the bearing resistance values to 6.3ksf and 7.0ksf, respectively.

## Global Wall Stability Analysis

Global stability analysis of the walls was performed to assess stability of MSE walls under the following conditions:

- End-Of-Construction (EOC): static loading from constructed MSE walls using Undrained/Total Stress parameters where applicable.
- Long Term (LT): static loading from constructed MSE walls and traffic surcharge load (250 psf) using Undrained/Effective Stress parameters.
- Pseudo-Static Seismic (PS): earthquake loads represented in a pseudo-static model using a horizontal coefficient of ½ of the PGA for the 3 percent in 75-year event.
- Post-Earthquake: considering the effect of liquefiable soils and cohesive soils susceptible to dynamic/cyclic softening.

Minimum factors of safety from the UDOT Geotechnical Manual of Instruction (GMOI) for embankments and retaining walls are summarized in the following table.

**UDOT MINIMUM FACTORS OF SAFETY**

Feature	Condition	Minimum Factor of Safety
Retaining wall impacting adjacent bridges or structures	Construction	1.3
	Static Long-Term	1.5
	Pseudo-Static	1.0
	Post-Earthquake	1.1



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Feature	Condition	Minimum Factor of Safety
Retaining wall without adjacent impact	Construction	1.1
	Static Long-Term	1.3
	Pseudo-Static	1.0
	Post-Earthquake	1.1

The walls analyzed extend within 50 feet of structures and are considered a potential impact to the bridge structure. Therefore the factors of safety presented above for retaining wall impacting adjacent bridges or structures were used.

The computer program SLIDE was used to model the critical failure surfaces using Spencer methods for circular and noncircular failure geometry. Cross sections of the wall were provided by the design team.

Cross sections for stability analyses were selected based on maximum wall height, location of the wall with respect to embankment slope, and foundation and retained soil parameters.

Soil profiles and strength data used in the stability analysis were determined based on the soil borings, laboratory test results and correlations with similar soil types, and Standard Penetration Tests (SPT).

Slope stability cross sections are included in the **Supporting Information**. Soil strength data used in our analyses are presented on the individual slope stability figures. Global stability results are presented below.

### STABILITY ANALYSIS RESULTS

Wall	Station	Wall Height <sup>1</sup> (feet)	Factor of Safety			
			End-Of-Construction	Static Long-Term	Pseudo-Static Seismic	Post-Earthquake
East Wall	116+48.13	22	1.9	1.8	1.1	1.5
West Wall	111+36.13	26	1.7	1.6	1.0	1.1

Note(s):

1. Height of exposed wall.

The stability analyses indicate the profiles meet the minimum acceptable factors of safety for global stability.

As per Section 13.1.6 and Figure 12.1 of the UDOT GMOI, deformation analyses have been completed for wall profiles where  $A_s$  exceeds 0.3g. Deformation analyses used are referenced in Appendix A11 of AASHTO LRFD Bridge Design Specifications and Idriss and Boulanger (2008) and the results are summarized in the following table.

**DEFORMATION ANALYSIS**

Location / Station	Yield Acceleration (g)	Estimated Average Deformation (inch) <sup>1</sup>
East Wall / 116+48.13	0.310	3.0
West Wall / 111+36.13	0.307	3.0

Note(s):

1. Average of methods presented in AASHTO LRFD Section A11.5 and Idriss and Boulanger (2008).

**Wall-Embankment Settlement**

Fill configuration shown in the attached slope stability profiles represents fill placed during the planned phase of construction. Approximate maximum settlement values presented in the table below represent settlement at the wall face.

**SETTLEMENT SUMMARY – WALL FACE**

Wall	Approximate Maximum Height <sup>1</sup> (feet)	Approximate Maximum Settlement at Wall Face <sup>2, 3</sup> (inches)		
		Primary	Secondary	Total
East Wall	22	2 to 4	≤ 2	3 to 4
West Wall	26	4 to 6	≤ 1	4 to 5

Note(s):

1. Height of exposed wall.
2. Values shown are at the wall face. Maximum settlement at the center of the embankment is estimated to be on the order of 7 inches.

Settlement at the wall face is anticipated to be within acceptable limits for single-stage MSE wall design and construction. The MSE wall designer should review these values and include proper panel and spacing in design to accommodate the settlements shown. If settlement values are considered excessive, a different wall system may need to be considered, such as a two-stage MSE wall system. Primary settlement at the wall locations is estimated to occur within 2 to 3 months of fill placement. Preload or surcharge is not required to mitigate long-term settlement.

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Monitoring of settlement should be performed during construction to determine when remaining primary settlement is within acceptable limits and pavement can begin. At a minimum, monitoring should consist of placement and weekly monitoring of survey settlement plates or manometer settlement plates near the centerline of the fill. A minimum of two devices should be placed behind each abutment. A settlement monitoring plan can be completed upon request.

## PAVEMENT DESIGN

Geotechnical engineering recommendations for pavement section thickness design are outlined below. The recommendations contained in this report are based upon the results of field exploration and laboratory testing.

### Pavement Section Thickness Design

Hot mix asphalt pavement (HMA) will be used for new sections for Forest Street. Pavement section thickness design was based on the following design requirements and methods:

- UDOT Pavement Design Manual of Instruction (PMOI), October 2019
- Mechanistic-Empirical Pavement Design method
- AASHTOWare (DARWin-ME) Pavement 2.6.0 design software

### Pavement Design Parameters

A summary of Mechanistic-Empirical (ME) performance criteria used in our design is presented below. Detailed output reports for the pavement design are included in the attachments following this report, see [Supporting Information](#).

Parameter	Flexible Pavement
Pavement Construction Date	June 2024
Traffic Opening Date	July 2024
Analysis Period (Design life)	20 years
Roadway Classification	Primary
Terminal International Roughness Index (IRI)	170
HMA Bottom Up Fatigue Cracking (Alligator Cracking)	15% lane area
HMA Longitudinal Fatigue Cracking (Top Down)	15% lane area
Total Permanent Deformation (Rutting of Both Wheel Paths)	0.75 in.
AC Permanent Deformation	0.75 in.

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Parameter	Flexible Pavement
Transverse Cracks (Thermal Fracture)	1,250 ft/mile
Total Transverse Cracks (Thermal + Reflective) for Overlays	1,250 ft/mile

Local calibration factors for rutting in asphalt concrete pavements were adjusted in the AASHTOWare Pavement 2.6.0 software in accordance with the UDOT 2019 pavement design requirements. Traffic design inputs are summarized below and in the AASHTOWare document presented in **Supporting Information**.

### TRAFFIC INPUTS

Roadway	Two-way 2022 AADTT <sup>1</sup>	Percent Trucks <sup>1</sup> (%)
Forest Street	720	96

Note(s):

1. Provided by Parametrix

Based on laboratory test results, an AASHTO soil classification of A-4 was used to represent subgrade conditions along the project.

### Pavement Thickness Design

Based on our analysis the following pavement sections or approved equivalent may be used on this project.

### MINIMUM PAVEMENT SECTION RECCOMENDATIONS

Roadway	Recommended Pavement Section Thickness (inches) <sup>1</sup>			
	HMA	UTBC	GB	Total <sup>2</sup>
Forest Street	5.0	6	12	23

Note(s):

1. Based on UDOT minimum layer thicknesses.
2. Based on minimum frost depth of 21 inches. HMA = Hot Mix Asphalt, UTBC = Untreated Base Course, GB = Granular Borrow

Results of the pavement design indicated that UDOT performance criteria for new full pavement sections were met for the sections presented above.

## Construction Considerations

All paved areas should have adequate crown and slope to provide positive drainage and prevent ponding of surface water and infiltration below the pavement section. Water collection devices such as gutters and ditches should be incorporated into the roadway design to prevent percolation of surface water below the pavement section.

The pavement sections provided in this report are minimums for the given design criteria. Periodic maintenance is critical to the long-term performance of the pavement sections. A maintenance program that includes crack sealing, mill and overlay, and timely repair of deteriorated areas is required for the pavement to meet its 20-year design life (new full sections). A detailed maintenance plan should be developed in accordance with UDOT standard procedures and implemented for this project. Pavement section design does not include construction equipment. It is the responsibility of the contractor to protect the subgrade and section from damage and disturbance from construction activities. Thicker sections can be provided upon request to support construction equipment; however, detailed construction traffic loading will be required.

## CORROSIVITY

The table below lists the results of laboratory soluble sulfate, soluble chloride, electrical resistivity, and pH testing. The values may be used to estimate potential corrosive characteristics of the on-site soils with respect to contact with the various underground materials that will be used for project construction.

**CORROSIVITY TEST RESULTS SUMMARY**

Boring	Sample Depth (feet)	Soil Description	Soluble Sulfate (ppm)	Soluble Chloride (ppm)	Electrical Resistivity (Ω-cm)	pH
B-S-1	20–21.5	SM	ND	15	2,570	9.0
B-S-1	48.5–50.5	CL	672	ND	1,000	8.6
B-S-2	2.5–4.0	SM	35	541	ND	9.2
B-S-2	68.5–70.5	CL	31	ND	1,080	9.0
B-S-2	108.5–110	ML	25	ND	ND	9.3
B-S-3	53.5–55.0	ML	68	ND	1,230	8.9
B-S-4	15.0–16.5	SM	19	302	ND	9.2
B-S-4	83.5–85.0	CL	18	ND	ND	8.8
B-W-2	15.0–16.5	ML	ND	23	1,830	8.4



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The following criteria for corrosive subsurface environment are specified in AASHTO LRFD Section 10.7.5 and ACI 318, Section 4:

### AASHTO LRFD

- electrical resistivity less than 2,000 ohm-cm
- pH less than 5.5
- pH between 5.5 and 8.5 in soils with high organic content
- sulfate > 1,000 ppm (mg/kg)

Samples ranged from mildly corrosive to noncorrosive. Based on the test results, the potential for sulfate attack on buried concrete is estimated to be negligible (S0) to low (S1). These test results are provided to assist in determining the type and degree of corrosion protection that may be required for buried metal, including pile foundations and storm drains. Storm drains should be designed based on the corrosion characteristics of the soil. Based on a 75-year design life and pile wall thickness of 0.5 inches, an estimated thickness loss of 0.11 inches may be expected.

Refer to the **Exploration Results** for the complete results of the various corrosivity testing conducted on the site soils in conjunction with this geotechnical exploration.

### GENERAL COMMENTS

Our analysis and opinions are based on our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, or bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials, or hazardous conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is

**Geotechnical Engineering Report**

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solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety and cost estimating including excavation support and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

**ATTACHMENTS**

**FOR BIDDING REFERENCE ONLY**  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

## SITE LOCATION AND EXPLORATION PLANS

### Contents:

Site Location Plan  
Exploration Plan

Note: All attachments are one page unless noted above.

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**SITE LOCATION**

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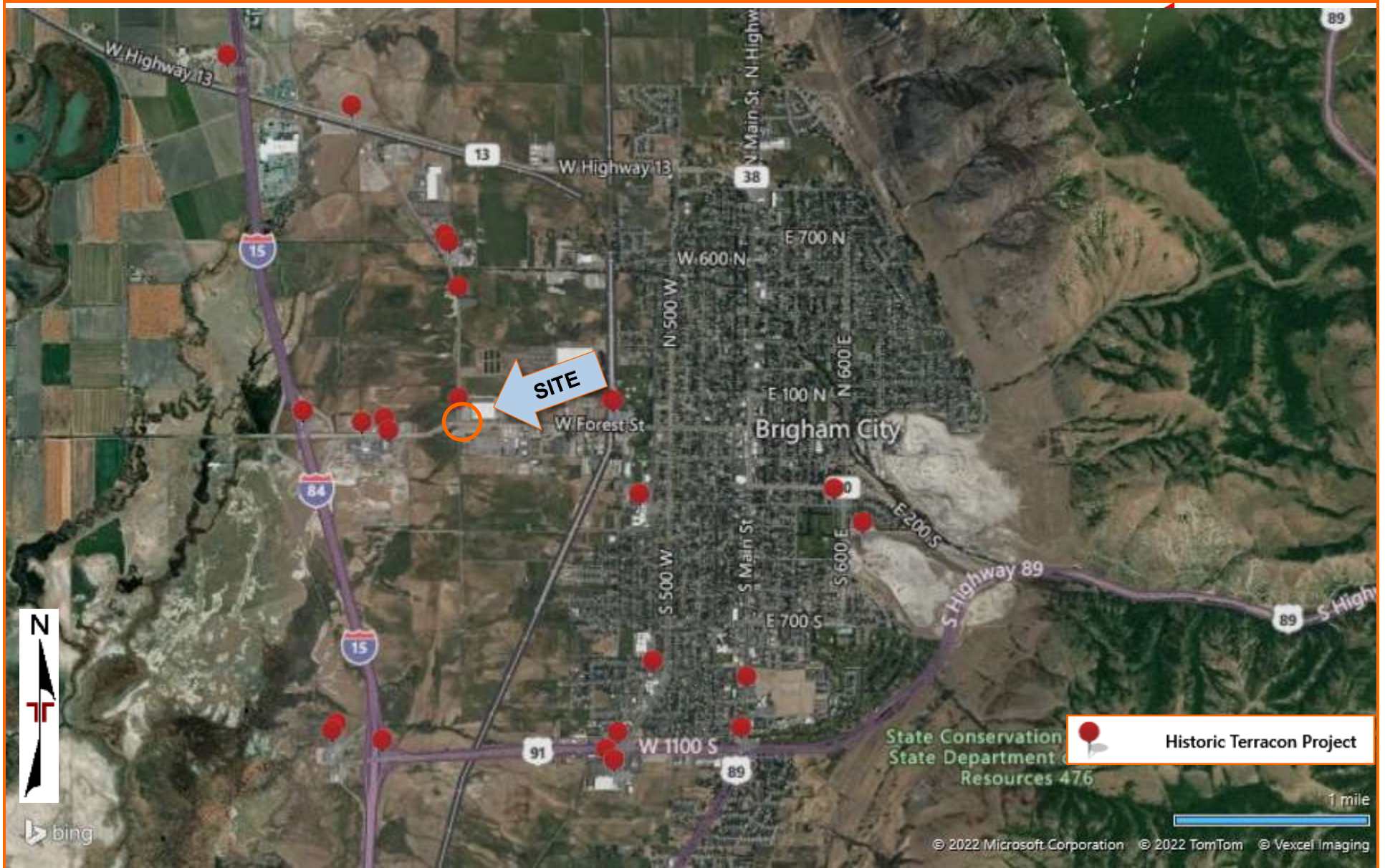


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



**EXPLORATION PLAN**

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DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

## EXPLORATION RESULTS

### Contents:

Boring Logs (B-S-1 through B-S-4 & B-W-1 through B-W-3; 16 pages)  
CPT Logs (2 pages)  
Grain Size Distribution (12 pages)  
UU Triaxial (4 pages)  
Consolidation (4 pages)  
Direct Shear (4 pages)  
Corrosivity (10 pages)

Note: All attachments are one page unless noted above.

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# BORING LOG NO. B-S-1

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON\_DATATEMPLATE.GDT 3/31/23

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5106° Longitude: -112.0301°  Surface Elev.: 4309 (Ft.) ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		
											LL-PL-PI	PERCENT FINES	
	0.6	4308.4											
	<b>ASPHALT</b>												
	<b>SILTY SAND WITH GRAVEL (SM)</b> , dark brown, loose												
	5.0	4304	5		10	10	9-5-3-3 N=8	14	A-4 (0)	2.0		17-14-3	41
	<b>POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SM)</b> , tan, medium dense												
	7.0	4302			8	8	2-10-19 N=29	46					
	<b>SILTY SAND WITH GRAVEL (SM)</b> , light tan, loose to dense, with oxidation stains												
			10		18	18	19-17-16-36	31					
			15	▽	12	12	6-7-7 N=14	18					
			20		14	14	3-4-2 N=6	6	A-4 (0)	9.5		NP	43
			25		16	16	7-9-6 N=75	20					
	<b>POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SM)</b> , tan to brown, medium dense												
23.5	4285.5	25		16	16	3-4-15 N=19	21		14.8			12	
<b>SILTY SAND WITH GRAVEL (SM)</b> , tan, medium dense, with oxidation stains													
28.0	4281	30				7-12-13 N=25	28						
<b>SILTY GRAVEL WITH SAND (GM)</b> , tan, medium dense													
31.0	4278	35		8	8	3-7-13-15 N=20	20						
		40		8	8	6-12-10-11 N=22	20		4.2			18	
		45		4	4	2-4-9-16 N=13	11						

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic (96.6% Efficiency)

Advancement Method: Hollow Stem Auger(3.25" ID)	See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).  See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.	Notes: 20' - Analytical
Abandonment Method: Boring backfilled with Auger Cuttings and/or Bentonite Surface Capped with asphalt patch		
<b>WATER LEVEL OBSERVATIONS</b> ▽ 15.5' While drilling	Boring Started: 05-12-2022 Drill Rig: Geoprobe Project No.: 61215166	Boring Completed: 05-12-2022 Driller: Terracon

FOR BIDDING REFERENCE ONLY  
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.



# BORING LOG NO. B-S-1

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5106° Longitude: -112.0301°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
											LL-PL-PI	PERCENT FINES
	Surface Elev.: 4309 (Ft.)											
	DEPTH ELEVATION (Ft.)											
48.0	4261											
	<b>LEAN CLAY (CL)</b> , trace silt, dark gray to black, stiff, with organics	50		X	18	2-4-6-6 N=10	6	A-4 (10)	24.7		30-20-10	99
53.0	4256											
	<b>SILTY GRAVEL WITH SAND (GM)</b> , dark gray to brown, loose, rough drilling	55		X	2	2-4-6 N=10	8					
57.5	4251.5											
	<b>LEAN CLAY (CL)</b> , trace gravel, dark gray to black, medium stiff, with organics, with oxidation stains	60		X	15	0-1-4 N=5	4					
	with silt lenses	65		X	20	0-2-3 N=5	3	A-6 (11)	25.0		31-18-13	90
70	4241.5			■	12	PP = 1.6						
75	4236.5			■	6							
77.5	4231.5											
	<b>GRAVELLY LEAN CLAY WITH SAND (CL)</b> , dark gray to black, with organics	80		X	7							
83.0	4226											
	<b>SANDY SILT (ML)</b> , trace gravel, dark gray to black, very stiff, with organics	85		X	15	9-11-15 N=26	17					
87.0	4222											
	<b>SILTY SAND (SM)</b> , dark gray, dense, with oxidation stains	90		X	17	10-15-22 N=37	18	A-2-4 (0)	21.3		NP	30
91.0	4218											

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic (96.6% Efficiency)

Advancement Method:  
Hollow Stem Auger(3.25" ID)

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:  
48.5' - Analytical  
68.5' - UU: 5.8 ksf

Abandonment Method:  
Boring backfilled with Auger Cuttings and/or Bentonite  
Surface Capped with asphalt patch

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

15.5' While drilling



6949 S High Tech Dr Ste 100  
Midvale, UT

Boring Started: 05-12-2022

Boring Completed: 05-12-2022

Drill Rig: Geoprobe

Driller: Terracon

Project No.: 61215166

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON DATATEMPLATE.GDT 3/31/23

FOR BIDDING REFERENCE ONLY  
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the Contract documents. These documents are for bidding reference only and shall not be used for construction.

# BORING LOG NO. B-S-1

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5106° Longitude: -112.0301°  Surface Elev.: 4309 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		PERCENT FINES
											LL-PL-PI		
DEPTH		ELEVATION (Ft.)											
	<b>POORLY GRADED SAND WITH SILT (SP-SM)</b> , dark gray, very dense ( <i>continued</i> )	95		X	18	22-23-28 N=51	28						
	97.5	4211.5											
	<b>SANDY SILT (ML)</b> , dark gray, very stiff, with organics	100		X	16	10-10-12 N=22	11						
	102.0	4207											
	<b>POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SM)</b> , dark gray, dense, with organics	105		X	18	15-24-12 N=36	18						
108.0	4201												
	<b>SILT WITH SAND (ML)</b> , dark gray, hard, with organics	110		X	5	7-23-26 N=49	26						
110.0	4199												
<b>Boring Terminated at 110 Feet</b>													

**FOR BIDDING REFERENCE ONLY**  
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic (96.6% Efficiency)

Advancement Method:  
Hollow Stem Auger(3.25" ID)

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with Auger Cuttings and/or Bentonite  
Surface Capped with asphalt patch

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

15.5' While drilling



6949 S High Tech Dr Ste 100  
Midvale, UT

Boring Started: 05-12-2022

Boring Completed: 05-12-2022

Drill Rig: Geoprobe

Driller: Terracon

Project No.: 61215166

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON DATATEMPLATE.GDT\_3/31/23



# BORING LOG NO. B-S-2

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5105° Longitude: -112.0285°  Surface Elev.: 4320 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
											LL-PL-PI	PERCENT FINES
	DEPTH	ELEVATION (Ft.)										
	0.4	4319.6										

**FOR BIDDING REFERENCE ONLY**  
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Stratification lines are approximate. In-situ, the transition may be gradual. Hammer Type: Automatic (96.6% Efficiency)  
PP = Pocket Pen Undrained Shear Strength

Advancement Method: Hollow Stem Auger(3.25" ID) 0' to 11.5' Mud Rotary(2.5" Bit) 11.5' to 115'	See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).  See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.	Notes: 2.5' - Analytical 7.5' - Direct Shear
Abandonment Method: Boring backfilled with bentonite grout upon completion Pavement secured with Utilibond		
<b>WATER LEVEL OBSERVATIONS</b> 21' While drilling		Boring Started: 01-19-2022 Boring Completed: 01-19-2022 Drill Rig: Geoprobe Driller: Terracon Project No.: 61215166

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON\_DATATEMPLATE.GDT 3/31/23

# BORING LOG NO. B-S-2

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5105° Longitude: -112.0285°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		PERCENT FINES
											LL-PL-PI		
	Surface Elev.: 4320 (Ft.)												
	DEPTH ELEVATION (Ft.)												
	<b>POORLY GRADED GRAVEL WITH SILT AND SAND (GP-GM)</b> , brown to tan mottled gray, dense, clay lenses, oxidation stains (continued)	50			10	8-14-19 N=33	27						
	<b>SILTY SAND (SM)</b> , dark gray, medium dense	52.0	4268										
	<b>LEAN CLAY (CL)</b> , dark gray to black, soft to very stiff, silt lenses, organic odor	55	4265		12	8-8-12 N=20	16	A-4 (9)	20.5		NP	36	
		60			18	2-6-8 N=14	10		23.3				
		65			14	PP=3.0 ksf		A-4 (10)	21.0	101	33-23-10	97	
		70			20	PP=6.0 ksf		A-4 (10)	39.0	83	33-23-10	97	
		75			18	0-2-4 N=6	4		34.5				
		80			21	PP=2.0 ksf		A-6 (12)	29.7	96	34-20-14	87	
		85			18	2-3-5 N=8	5		28.7				
		90			18	0-0-4 N=4	3		37.8				
		91.0	4229										

**FOR BIDDING REFERENCE ONLY**  
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic (96.6% Efficiency)  
PP = Pocket Pen Undrained Shear Strength

**Advancement Method:**  
Hollow Stem Auger(3.25" ID) 0' to 11.5'  
Mud Rotary(2.5" Bit) 11.5' to 115'

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

**Notes:**  
63.5' - Consolidation  
68.5' - UU: 3.2 ksf, Analytical  
78.5' - Consolidation

**Abandonment Method:**  
Boring backfilled with bentonite grout upon completion  
Pavement secured with Utilibond

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

21' While drilling



6949 S High Tech Dr Ste 100  
Midvale, UT

Boring Started: 01-19-2022

Boring Completed: 01-19-2022

Drill Rig: Geoprobe

Driller: Terracon

Project No.: 61215166

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON\_DATATEMPLATE.GDT\_3/31/23

# BORING LOG NO. B-S-2

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5105° Longitude: -112.0285°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
											LL-PL-PI	PERCENT FINES
	Surface Elev.: 4320 (Ft.)											
	DEPTH ELEVATION (Ft.)											
	<b>SILTY CLAYEY SAND (SC-SM)</b> , dark brown, medium dense ( <i>continued</i> )	95			16	10-8-7 N=15	8	A-4 (10)	20.6		20-16-4	43
	<b>POORLY GRADED SAND WITH SILT (SP-SM)</b> , trace clay, dark gray, dense, organic odor	100			14	6-17-27 N=44	22					
	<b>SANDY SILT (ML)</b> , dark gray to black, stiff to very stiff, organic odor	105			18	7-10-10 N=20	10	A-4 (10)	27.2		NA	70
		110			8	4-5-8 N=13	7		23.8			
		115			16	10-15-21 N=36	16					
<b>Boring Terminated at 115 Feet</b>												

**FOR BIDDING REFERENCE ONLY**  
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic (96.6% Efficiency)  
PP = Pocket Pen Undrained Shear Strength

Advancement Method:  
Hollow Stem Auger(3.25" ID) 0' to 11.5'  
Mud Rotary(2.5" Bit) 11.5' to 115'

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:  
108' - Analytical

Abandonment Method:  
Boring backfilled with bentonite grout upon completion  
Pavement secured with Utilibond

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

21' While drilling



6949 S High Tech Dr Ste 100  
Midvale, UT

Boring Started: 01-19-2022

Boring Completed: 01-19-2022

Drill Rig: Geoprobe

Driller: Terracon

Project No.: 61215166

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON DATATEMPLATE.GDT 3/31/23

# BORING LOG NO. B-S-3

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 61215166 PARAMETRIX-FOREST.GPJ TERRACON\_DATATEMPLATE.GDT 3/31/23

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5107° Longitude: -112.0294°  Surface Elev.: 4312 (Ft.) ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		
											LL-PL-PI	PERCENT FINES	

Stratification lines are approximate. In-situ, the transition may be gradual.
Hammer Type: Automatic (96.6% Efficiency)  
PP = Pocket Pen Undrained Shear Strength

<p><b>Advancement Method:</b> Hollow Stem Auger(3.25" ID) 0' to 16.5' Mud Rotary(2.5" Bit) 16.5' to 100'</p>	<p>See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).</p> <p>See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.</p>	<p>Notes:</p>
<p><b>Abandonment Method:</b> Boring backfilled with bentonite grout upon completion Pavement secured with Utilibond</p>		
<p><b>WATER LEVEL OBSERVATIONS</b></p> <p>▽ 8' While drilling</p>	<p>6949 S High Tech Dr Ste 100 Midvale, UT</p>	<p>Boring Started: 01-18-2022</p> <p>Drill Rig: Geoprobe</p> <p>Project No.: 61215166</p>
		<p>Boring Completed: 01-18-2022</p> <p>Driller: Terracon</p>



# BORING LOG NO. B-S-3

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5107° Longitude: -112.0294°  Surface Elev.: 4312 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		PERCENT FINES
											LL-PL-PI		
DEPTH	ELEVATION (Ft.)												
	POORLY GRADED GRAVEL WITH SILT AND SAND (GP-GM), brown, loose	47.5	4264.5										
				50	2	7-5-4 N=9	8						
	SILT (ML), gray, soft to very stiff	53.0	4259										
				55	14	1-1-1 N=2	2		39.2				
	LEAN CLAY (CL), dark gray, soft to stiff	60.5	4251.5			PP=5.0 ksf		A-4 (11)	86.0	85	34-24-10	100	
				65	18	0-0-3 N=3	2	A-6 (13)	33.1			33-19-14	95
	SILTY SAND (SM), trace clay, dark gray to gray, medium dense	70				1-2-9 N=6	4						
				75	18	1-1-4 N=5	4						
	SILTY SAND (SM), trace clay, dark gray to gray, medium dense	80				0-0-3 N=3	2	A-6 (19)	36.9		39-21-18	97	
				85	18	0-7-5 N=12	8						
	SILTY SAND (SM), trace clay, dark gray to gray, medium dense	88.5	4223.5										
				90	11	10-9-12 N=21	12	A-2-4 (0)	27.7		NP	35	
	SANDY SILT (ML), dark gray, very stiff	91.0	4221										

FOR BIDDING REFERENCE ONLY

General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic (96.6% Efficiency)  
PP = Pocket Pen Undrained Shear Strength

**Advancement Method:**  
Hollow Stem Auger(3.25" ID) 0' to 16.5'  
Mud Rotary(2.5" Bit) 16.5' to 100'

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

**Notes:**  
53.5' - Analytical  
58.5' - Consolidation, UU: 2.3 ksf

**Abandonment Method:**  
Boring backfilled with bentonite grout upon completion  
Pavement secured with Utilibond

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

8' While drilling



6949 S High Tech Dr Ste 100  
Midvale, UT

Boring Started: 01-18-2022

Boring Completed: 01-18-2022

Drill Rig: Geoprobe

Driller: Terracon

Project No.: 61215166

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON\_DATATEMPLATE.GDT 3/31/23

# BORING LOG NO. B-S-3

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5107° Longitude: -112.0294°  Surface Elev.: 4312 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		PERCENT FINES
											LL-PL-PI		
DEPTH	ELEVATION (Ft.)												
	<b>SANDY SILT (ML)</b> , dark gray, very stiff <i>(continued)</i>	95		X	14	1-6-11 N=17	9		25.9				
		100.0	4212	100	X	16	4-5-17 N=22	11	A-4 (0)	25.4		NP	68
<b>Boring Terminated at 100 Feet</b>													

FOR BIDDING REFERENCE ONLY  
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic (96.6% Efficiency)  
PP = Pocket Pen Undrained Shear Strength

Advancement Method:  
Hollow Stem Auger(3.25" ID) 0' to 16.5'  
Mud Rotary(2.5" Bit) 16.5' to 100'

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:  
Boring backfilled with bentonite grout upon completion  
Pavement secured with Utilibond

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

8' While drilling



Boring Started: 01-18-2022

Boring Completed: 01-18-2022

Drill Rig: Geoprobe

Driller: Terracon

Project No.: 61215166

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON\_DATATEMPLATE.GDT 3/31/23

# BORING LOG NO. B-S-4

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5105° Longitude: -112.0282°  Surface Elev.: 4322 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
											LL-PL-PI	PERCENT FINES
	DEPTH ELEVATION (Ft.)											
0.4	ASPHALT, approximately 5"	4321.6										
4.5	POORLY GRADED GRAVEL WITH SILT AND SAND (GP-GM), dark brown, dense	4317.5		X	12	7-13-22 N=35	62	A-1-a (0)	7.0		NP	9
	SILTY SAND (SM), tan, medium dense, oxidation stains			X	10	4-6-8 N=14	22		15.2			
				X	13	3-6-7 N=13	18					
				X	16	6-9-11 N=13	10	A-4 (0)	11.2		NP	50
				X	10	7-9-10 N=19	27		14.5			
				X	9	6-6-7 N=13	17	A-2-4 (0)	21.5		NP	28
				X	10	3-3-8 N=16	19	A-2-4 (0)	13.1		NP	21
				X	8	3-7-10 N=17	19					
				X	11	6-11-14 N=25	26	A-4 (0)	17.6		NP	36
37.5	SANDY SILT WITH GRAVEL (ML), tan, very stiff, oxidation stains	4284.5		X	8	8-12-17 N=29	27					
42.5	POORLY GRADED GRAVEL WITH SAND (GP), tan, medium dense, oxidation stains	4279.5		X	12	6-10-14-14 N=24	20	A-1-a (0)	7.7		NP	3
45.5		4276.5										

**FOR BIDDING REFERENCE ONLY**  
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic (96.6% Efficiency)  
PP = Pocket Pen Undrained Shear Strength

Advancement Method:  
Hollow Stem Auger(3.25" ID) 0' to 11.5'  
Mud Rotary(2.5" Bit) 11.5' to 115'

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:  
10' - Direct Shear  
15' - Analytical

Abandonment Method:  
Boring backfilled with bentonite grout upon completion  
Pavement secured with Utilibond

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

21' While drilling



Boring Started: 01-20-2022

Boring Completed: 01-20-2022

Drill Rig: Geoprobe

Driller: Terracon

Project No.: 61215166

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON\_DATATEMPLATE.GDT\_3/31/23

# BORING LOG NO. B-S-4

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 61215166 PARAMETRIX-FOREST.GPJ TERRACON DATATEMPLATE.GDT 3/31/23

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5105° Longitude: -112.0282°  Surface Elev.: 4322 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS									
											LL-PL-PI	PERCENT FINES								
DEPTH	ELEVATION (Ft.)																			
	<p><b>WELL GRADED GRAVEL WITH SAND (GW)</b>, tan, medium dense (<i>continued</i>)</p> <p>- heaving sands and gravel</p>	50.5	4271.5	50	4	2-4-4-2 N=8	6	A-1-a (0)	18.2		NP	4								
		<p><b>SILTY SAND WITH GRAVEL (SM)</b>, gray, dense</p>	57.0	4265	55	9	9-15-16-18 N=31	25	A-2-4 (0)	16.7		NP	18							
			<p><b>LEAN CLAY WITH SAND (CL)</b>, with silt, gray, very stiff</p>	61.0	4261	60	10	10-8-11 N=19	14	A-2-4 (0)	18.2									
				<p><b>SILTY CLAY (CL-ML)</b>, dark gray, soft to stiff</p>	65.0		65	5	3-4-5 N=9	7		32.3								
					<p><b>LEAN CLAY (CL)</b>, dark gray, soft to very stiff, oxidation stains</p>	70.0	4252	70	24	0-1-9 N=9	2	A-4 (5)	34.3		28-22-6	97				
						<p>PP=5.0 ksf</p>	75.0		75	23			A-4 (8)	27.2	98	28-19-9	95			
							<p></p>	80.0		80	24	2-6-6 N=12	8		29.5					
								<p></p>	85.0		85	24	0-0-5 N=5	3		34.5				
									<p></p>	90.0		90	24	0-0-0 N=0	3					

**FOR BIDDING REFERENCE ONLY**  
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Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic (96.6% Efficiency)  
PP = Pocket Pen Undrained Shear Strength

**Advancement Method:**  
Hollow Stem Auger(3.25" ID) 0' to 11.5'  
Mud Rotary(2.5" Bit) 11.5' to 115'

**Abandonment Method:**  
Boring backfilled with bentonite grout upon completion  
Pavement secured with Utilibond

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

See [Supporting Information](#) for explanation of symbols and abbreviations.

**Notes:**  
73.5' - Consolidation, UU: 3.8 ksf  
83.5' - Analytical

WATER LEVEL OBSERVATIONS
21' While drilling



Boring Started: 01-20-2022	Boring Completed: 01-20-2022
Drill Rig: Geoprobe	Driller: Terracon
Project No.: 61215166	



# BORING LOG NO. B-S-4

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON\_DATATEMPLATE.GDT\_3/31/23

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5105° Longitude: -112.0282°  Surface Elev.: 4322 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
											LL-PL-PI	PERCENT FINES
DEPTH		ELEVATION (Ft.)										
	<b>LEAN CLAY (CL)</b> , dark gray, soft to very stiff, oxidation stains ( <i>continued</i> )	95		X	24	0-2-5 N=7	4	A-6 (19)	32.7		40-21-19	95
	<b>LEAN CLAY WITH SAND (CL)</b> , dark gray to black, stiff, silt lenses	100		X	15	15-8-4 N=12	6	A-4 (7)	33.0		30-20-10	82
	<b>SILT WITH SAND (ML)</b> , dark gray to black, soft to medium stiff, silt lenses	105		X	24	0-1-1 N=2	1	A-4 (6)	37.3		33-24-9	74
	<b>SILTY CLAYEY SAND (SC-SM)</b> , dark gray to black, hard	110		X	24	0-0-5 N=7	3					
	<b>Boring Terminated at 115 Feet</b>	115		X	24	12-0-19 N=39	18	A-4 (0)	26.1		21-16-5	50

FOR BIDDING REFERENCE ONLY  
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Stratification lines are approximate. In-situ, the transition may be gradual. Hammer Type: Automatic (96.6% Efficiency)  
PP = Pocket Pen Undrained Shear Strength

<p><b>Advancement Method:</b> Hollow Stem Auger(3.25" ID) 0' to 11.5' Mud Rotary(2.5" Bit) 11.5' to 115'</p>	<p>See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).</p> <p>See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.</p>	<p>Notes:</p>
<p><b>Abandonment Method:</b> Boring backfilled with bentonite grout upon completion Pavement secured with Utilibond</p>		
<p style="text-align: center;"><b>WATER LEVEL OBSERVATIONS</b></p> <p>∇ 21' While drilling</p>		
	Boring Started: 01-20-2022 Drill Rig: Geoprobe Project No.: 61215166	Boring Completed: 01-20-2022 Driller: Terracon

# BORING LOG NO. B-W-1

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 61215166 PARAMETRIX-FOREST.GPJ TERRACON DATATEMPLATE.GDT 3/31/23

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5164° Longitude: -112.0311°  Surface Elev.: 4303 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
											LL-PL-PI	PERCENT FINES
	DEPTH 0.8 <b>ASPHALT</b> , approximately 9"	4302.3										
	<b>SILTY SAND (SM)</b> , light brown to dark brown, loose to medium dense	4.5		4	4	1-3-3 N=6	15	A-4 (0)	13.4		NP	42
	<b>POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SM)</b> , light brown and reddish brown, medium dense	5		5	5	5-7-6 N=13	32					
		10		5	5	5-5-6 N=11	25	A-1-a (0)	16		NP	6
		14.0		6	6	5-7-6 N=13	25					
	<b>SILTY SAND (SM)</b> , reddish brown, loose to very dense  - oxidation stains	15		9	9	3-3-9 N=11	19	A-4 (0)	18.0		18-16-2	43
		20		10	10	3-4-3 N=7	11					
		25		14	14	1-5-8 N=13	19		16.6			19
		30		10	10	17-49-43-34	125	A-2-4 (0)	15.7		NP	18
	<b>POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SM)</b> , reddish brown to brownish tan, medium dense	35		13	13	35-6-9-18	19					
	40.0 - heaving sands	4263										
	<b>Auger Refusal at 40 Feet</b>											

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic (96.6% Efficiency)

Advancement Method:  
Hollow Stem Auger(3.25" ID)

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:  
Boring backfilled with Auger Cuttings and/or Bentonite  
Surface Capped with asphalt patch

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

11' While drilling



Boring Started: 01-24-2022

Boring Completed: 01-24-2022

Drill Rig: Geoprobe

Driller: Terracon

Project No.: 61215166

**FOR BIDDING REFERENCE ONLY**  
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# BORING LOG NO. B-W-2

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 61215166 PARAMETRIX-FOREST.GPJ TERRACON DATATEMPLATE.GDT 3/31/23

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5106° Longitude: -112.0306°  Surface Elev.: 4304 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
											LL-PL-PI	PERCENT FINES
		0.6										
	<b>ASPHALT</b> , approximately 7.5"	4303.4										
	<b>SILTY SAND (SM)</b> , dark brown, loose to medium dense, trace organics			⊗	2	3-2-2 N=4	10					
		5										
		7.0		⊗	9	1-2-8 N=10	25	A-2-4 (0)	8.1		NP	27
	<b>POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SM)</b> , light brown, medium dense	4297		⊗	10	11-11-10 N=21	47					
	<b>SILTY SAND (SM)</b> , trace gravel, brownish tan, medium dense	4294.5		⊗	12	5-7-8 N=15	29					
	<b>SANDY SILT (ML)</b> , grayish tan, dense, oxidation stains	4291										
		13.0										
		15.0	▽									
		18.0		⊗	13	5-10-15	43	A-4 (0)	20.8		NP	59
	<b>SILTY SAND (SM)</b> , brownish tan, medium dense, clay lenses, oxidation stains	4286		⊗	18	6-11-18	47	A-4 (0)	18.9		NP	38
		20.0										
		25.0		⊗	13	5-23-48-31	103	A-2-4 (0)	13.9		NP	14
		29.5		⊗	10	6-16-18	48	A-2-4 (0)	20.5		NP	16
	<b>WELL GRADED SAND WITH SILT AND GRAVEL (SW-SM)</b> , trace clay, brownish tan, dense, oxidation stains	4274.5		⊗	10	7-15-18	45					
	<b>WELL GRADED GRAVEL WITH SAND (GW)</b> , tan, medium dense to dense	4272										
		30.0										
		35.0		⊗	7	5-14-14 N=28						
		40.0		⊗	10	2-8-25-27 N=33						
		45.0		⊗		3-6-11						

Stratification lines are approximate. In-situ, the transition may be gradual. Hammer Type: Automatic (96.6% Efficiency)

Advancement Method: Hollow Stem Auger(3.25" ID)	See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).  See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.	Notes: 15' - Analytical
Abandonment Method: Boring backfilled with Auger Cuttings and/or Bentonite Surface Capped with asphalt patch		
<b>WATER LEVEL OBSERVATIONS</b> ▽ 15' While drilling	<p>6949 S High Tech Dr Ste 100 Midvale, UT</p>	Boring Started: 01-25-2022 Boring Completed: 01-25-2022  Drill Rig: Geoprobe Driller: Terracon  Project No.: 61215166

FOR BIDDING REFERENCE ONLY  
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# BORING LOG NO. B-W-2

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5106° Longitude: -112.0306°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		PERCENT FINES
											LL-PL-PI		
	Surface Elev.: 4304 (Ft.)												
		DEPTH											
	ELEVATION (Ft.)												
47.5	<b>SILTY CLAY (CL-ML)</b> , trace sand, dark gray to black, very stiff, with organic odor, with pinholes <i>(continued)</i>	4256.5			12	N=17							
53.5	<b>LEAN CLAY (CL)</b> , with silt lenses, dark gray to black, medium stiff, with organics	4250.5			14	1-3-5 N=8							
56.5	<b>LEAN CLAY (CL)</b> , dark gray to black, very soft	4247.5			24	0-0-0 N=0							
60.0	<b>POORLY GRADED SAND (SP)</b> , black, medium dense, with organics, with oxidation stains	4244			12	9-12-13 N=25							
<b>Boring Terminated at 60 Feet</b>													

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Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic (96.6% Efficiency)

Advancement Method:  
Hollow Stem Auger(3.25" ID)

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:  
Boring backfilled with Auger Cuttings and/or Bentonite  
Surface Capped with asphalt patch

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

15' While drilling



6949 S High Tech Dr Ste 100  
Midvale, UT

Boring Started: 01-25-2022

Boring Completed: 01-25-2022

Drill Rig: Geoprobe

Driller: Terracon

Project No.: 61215166

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON DATATEMPLATE.GDT 3/31/23



# BORING LOG NO. B-W-3

**PROJECT:** Brigham City Connection Project

**CLIENT:** Parametrix Inc  
Salt Lake City, UT

**SITE:** 800 West Forest Street  
Brigham City, UT

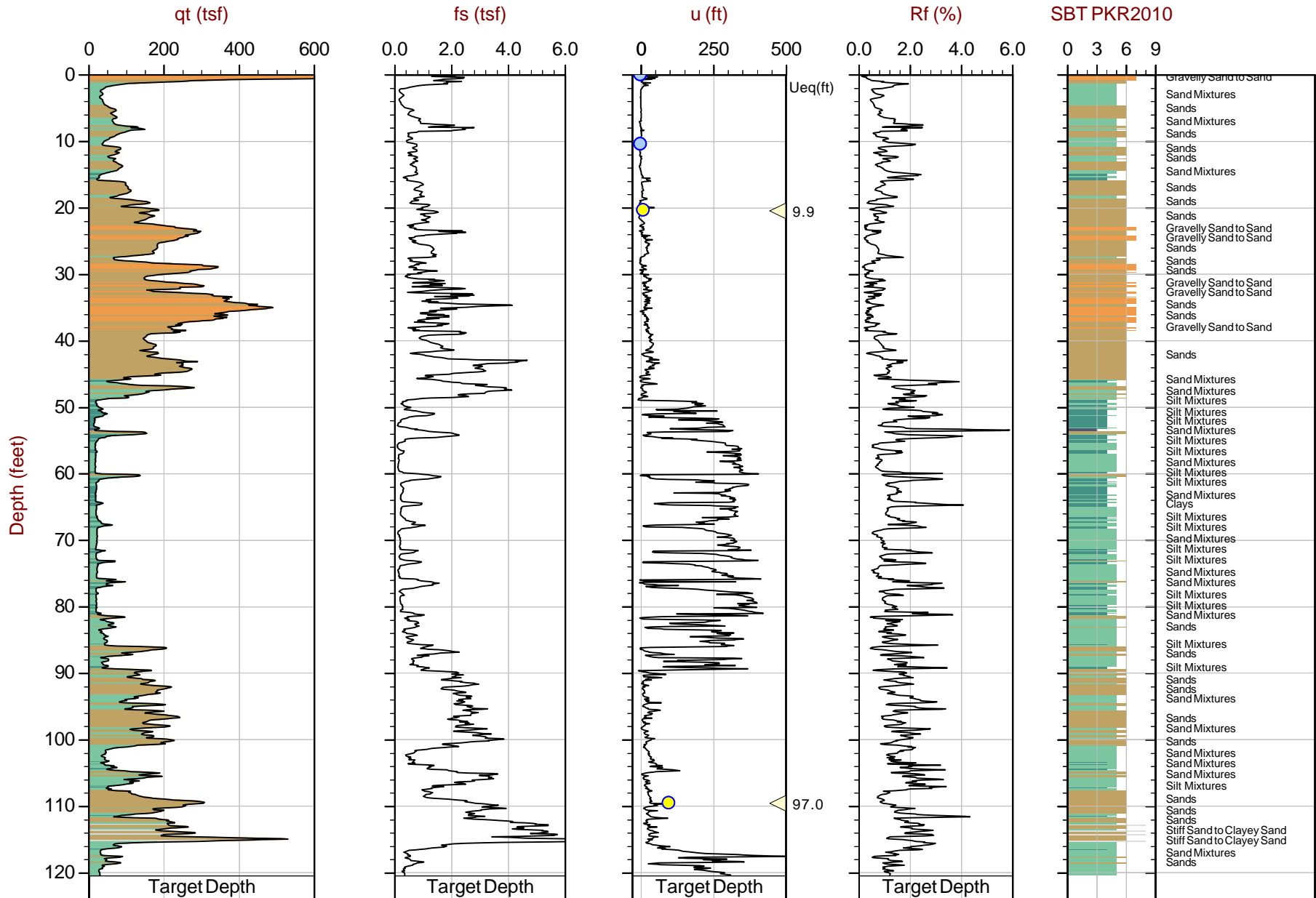
THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_61215166 PARAMETRIX-FOREST.GPJ TERRACON\_DATATEMPLATE.GDT 3/31/23

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 41.5106° Longitude: -112.0280°  Surface Elev.: 4324 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	(N1)60	AASHTO	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		
											LL-PL-PI	PERCENT FINES	
	DEPTH	ELEVATION (Ft.)											
	0.5	ASPHALT, approximately 6"	4323.5										
	4.0	<b>POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SM)</b> , tan, medium dense	4320		5	1-5-6 N=11	27	A-1-b (0)	2.9			NP	9
		<b>SILTY SAND (SM)</b> , tan, medium dense, oxidation stains			9	3-5-7 N=12	30						
					12	3-6-6 N=12	27	A-4 (0)	8.9			NP	44
					13	4-5-6 N=11	21		11.5				
					15	5-6-7 N=14	24		10.4				39
					14	5-6-6 N=11	19	A-2-4 (0)	18.0			NP	29
					8	3-5-9 N=14	20	A-2-4 (0)	14.2			NP	18
					10	6-5-6 N=11	15	A-2-4 (0)	14.9			NP	28
				12	4-6-18 N=24	31							
	<b>WELL GRADED SAND WITH SILT AND GRAVEL (SW-SM)</b> , tan, medium dense, oxidation stains	4290.5											
	<b>WELL GRADED GRAVEL WITH SAND (GW)</b> , trace silt, tan, dense, oxidation stains	4285.5											
		4282.5											
	<b>Boring Terminated at 41.5 Feet</b>												

Stratification lines are approximate. In-situ, the transition may be gradual. Hammer Type: Automatic (96.6% Efficiency)

Advancement Method: Hollow Stem Auger(3.25" ID)	See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).  See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.	Notes:
Abandonment Method: Boring backfilled with Auger Cuttings and/or Bentonite Surface Capped with asphalt patch		
<b>WATER LEVEL OBSERVATIONS</b> ▽ 21' While drilling	 6949 S High Tech Dr Ste 100 Midvale, UT	Boring Started: 01-21-2022 Boring Completed: 01-21-2022 Drill Rig: Geoprobe Driller: Terracon Project No.: 61215166

FOR BIDDING REFERENCE ONLY  
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Max Depth: 36.725 m / 120.49 ft  
 Depth Inc: 0.025 m / 0.082 ft  
 Avg Int: Every Point

File: 22-52-23573\_CP01.COR

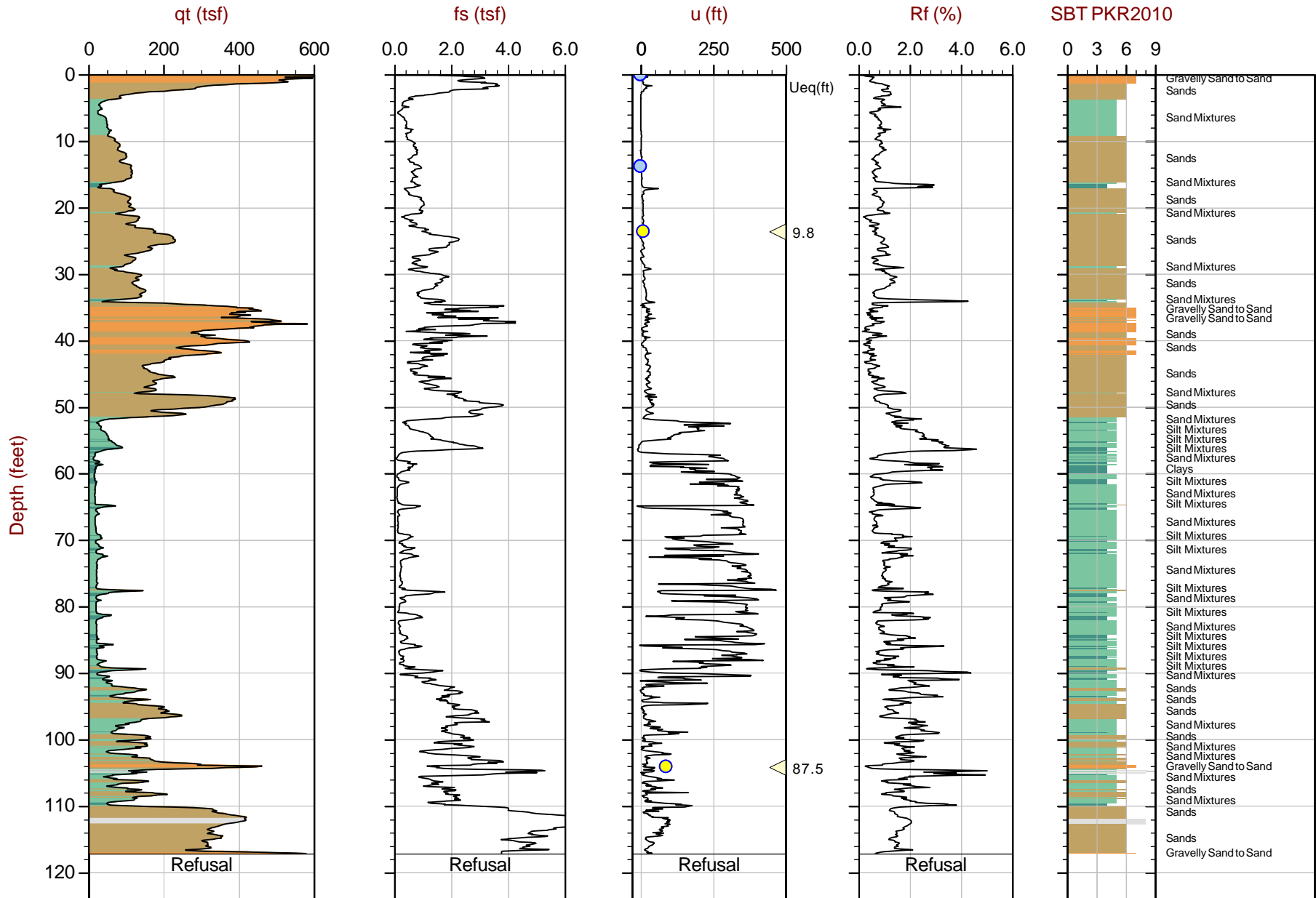
SBT: Robertson, 2010 (CPT '10)

Coords: Lat: 41.510735 Long: -112.029774

Sheet No: 1 of 1

● Equilibrium Pore Pressure (Ueq)    
 ● Assumed Ueq    
 ◁ Dissipation, Ueq achieved    
 ◁ Dissipation, Ueq not achieved    
 — Hydrostatic Line

The reported coordinates were acquired from consumer grade GPS equipment and are only approximate locations. The coordinates should not be used for design purposes.



Max Depth: 35.725 m / 117.21 ft  
 Depth Inc: 0.025 m / 0.082 ft  
 Avg Int: Every Point

File: 22-52-23573\_SP02.COR

SBT: Robertson, 2010 (CPT'10)

Coords: Lat: 41.510603 Long: -112.029011

Sheet No: 1 of 1

● Equilibrium Pore Pressure (Ueq)    
 ● Assumed Ueq    
 ◀ Dissipation, Ueq achieved    
 ◀ Dissipation, Ueq not achieved    
 — Hydrostatic Line

The reported coordinates were acquired from consumer grade GPS equipment and are only approximate locations. The coordinates should not be used for design purposes.

# Grain Size Distribution

ASTM D422 / ASTM C136



Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-S-1	2.5 - 4.5	SILTY SAND	SM	A-4 (0)	17	14	3		
☒ B-S-1	15 - 16.5	SILTY SAND	SM	A-4 (0)	NP	NP	NP		
▲ B-S-1	25 - 26.5								
★ B-S-1	38.5 - 40.5								
⊙ B-S-1	48.5 - 50.5	LEAN CLAY	CL	A-4 (10)	30	20	10		

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
● B-S-1	2.5 - 4.5	0.075							40.7		
☒ B-S-1	15 - 16.5	0.075							42.7		
▲ B-S-1	25 - 26.5	0.075							11.9		
★ B-S-1	38.5 - 40.5	37.5	13.723	4.903		0.0	70.9	11.1	18.1		
⊙ B-S-1	48.5 - 50.5	0.075							99.2		



# Grain Size Distribution

ASTM D422 / ASTM C136



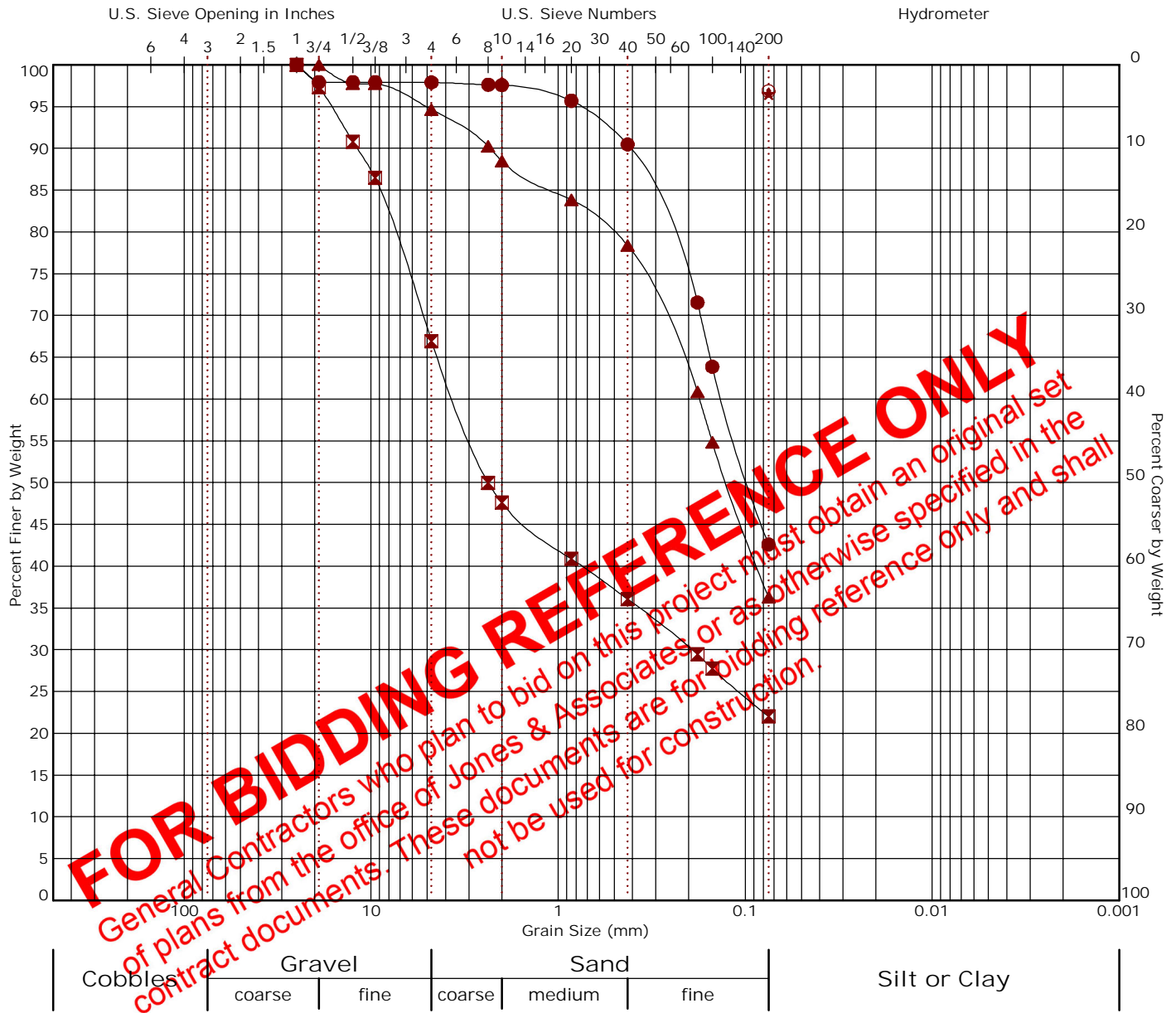
Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-S-1	63.5 - 65	LEAN CLAY	CL	A-6 (11)	31	18	13		
☒ B-S-1	88.5 - 90	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
▲ B-S-2	7.5 - 9	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
★ B-S-2	18.5 - 20	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
⊙ B-S-2	23.5 - 25	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
● B-S-1	63.5 - 65	0.075							89.5		
☒ B-S-1	88.5 - 90	0.075							29.9		
▲ B-S-2	7.5 - 9	12.5	0.333	0.14		0.0	5.8	76.3	17.9		
★ B-S-2	18.5 - 20	4.75	0.182			0.0	0.0	67.9	32.1		
⊙ B-S-2	23.5 - 25	4.75	0.25	0.101		0.0	0.0	78.5	21.5		

# Grain Size Distribution

ASTM D422 / ASTM C136



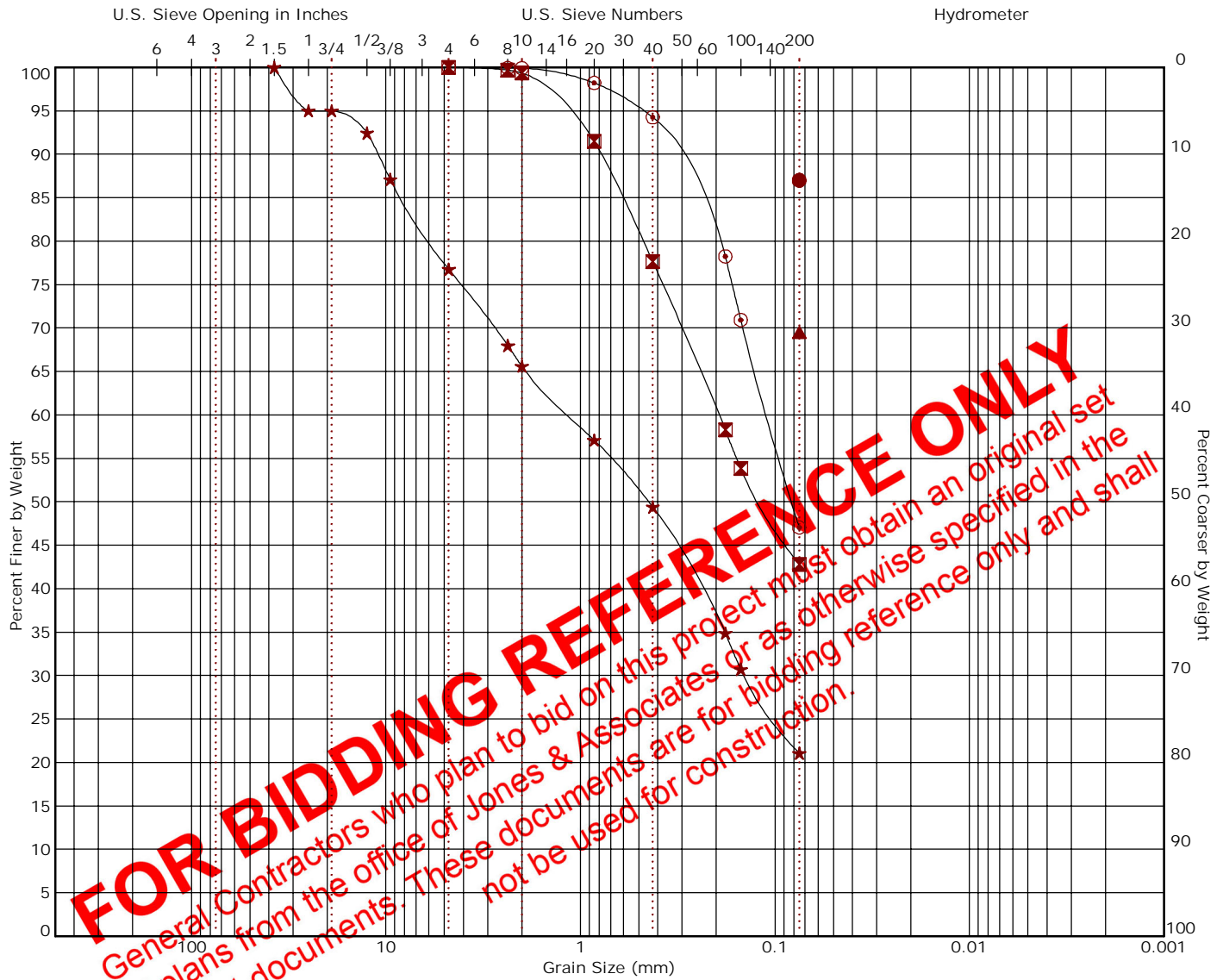
Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-S-2	33.5 - 35	SILTY SAND	SM	A-4 (0)	NP	NP	NP		
☒ B-S-2	38.5 - 40	SILTY SAND with GRAVEL	SM	A-1-b (0)	NP	NP	NP		
▲ B-S-2	53.5 - 55	SILTY SAND	SM	A-4 (0)	NP	NP	NP		
★ B-S-2	63.5 - 64.7	LEAN CLAY	CL	A-4 (10)	33	23	10		
⊙ B-S-2	68.5 - 70.5	LEAN CLAY	CL	A-4 (10)	33	23	10		

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
● B-S-2	33.5 - 35	25	0.132			0.0	2.1	55.3	42.6		
☒ B-S-2	38.5 - 40	25	3.568	0.194		0.0	33.1	44.9	22.0		
▲ B-S-2	53.5 - 55	19	0.175			0.0	5.4	58.4	36.3		
★ B-S-2	63.5 - 64.7	0.075							96.5		
⊙ B-S-2	68.5 - 70.5	0.075							96.9		

# Grain Size Distribution

ASTM D422 / ASTM C136



**FOR BIDDING REFERENCE ONLY**  
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-S-2	78.5 - 80.5	LEAN CLAY	CL	A-6 (12)	34	20	14		
☒ B-S-2	93.5 - 95	SILTY, CLAYEY SAND	SC-SM	A-4 (0)	20	16	4		
▲ B-S-2	103.5 - 105	SANDY SILT	ML	A-4 (0)	NP	NP	NP		
★ B-S-3	2.5 - 4	SILTY SAND with GRAVEL	SM	A-1-b (0)	NP	NP	NP		
◎ B-S-3	7.5 - 9	SILTY SAND	SM	A-4 (0)	NP	NP	NP		

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
● B-S-2	78.5 - 80.5	0.075							87.0		
☒ B-S-2	93.5 - 95	4.75	0.194			0.0	0.0	57.2	42.8		
▲ B-S-2	103.5 - 105	0.075							69.5		
★ B-S-3	2.5 - 4	37.5	1.137	0.142		0.0	23.2	55.7	21.1		
◎ B-S-3	7.5 - 9	4.75	0.109			0.0	0.0	53.0	47.0		

# Grain Size Distribution

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Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-S-3	15 - 16.5	SILT with SAND	ML	A-4 (0)	NP	NP	NP		
☒ B-S-3	18.5 - 20	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
▲ B-S-3	33.5 - 35	POORLY GRADED GRAVEL with SILT and SAND	GP-GM	A-1-a (0)	NP	NP	NP	3.59	36.69
★ B-S-3	43.5 - 45.5	SANDY SILT	ML	A-4 (0)	NP	NP	NP		
⊙ B-S-3	58.5 - 60.5	SILT	ML	A-4 (11)	34	24	10		

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
● B-S-3	15 - 16.5	0.075							73.7		
☒ B-S-3	18.5 - 20	9.5	0.26	0.086		0.0	4.4	68.7	26.9		
▲ B-S-3	33.5 - 35	25	7.224	2.26	0.197	0.0	58.7	36.1	5.2		
★ B-S-3	43.5 - 45.5	19				0.0	2.6	37.0	60.4		
⊙ B-S-3	58.5 - 60.5	0.075							99.7		



# Grain Size Distribution

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Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-S-3	63.5 - 65	LEAN CLAY	CL	A-6 (13)	33	19	14		
☒ B-S-3	78.5 - 80	LEAN CLAY	CL	A-6 (19)	39	21	18		
▲ B-S-3	88.5 - 90	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
★ B-S-3	98.5 - 100	SANDY SILT	ML	A-4 (0)	NP	NP	NP		
⊙ B-S-4	2.5 - 4	POORLY GRADED GRAVEL with SILT and SAND	GP-GM	A-1-a (0)	NP	NP	NP	0.29	143.27

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
● B-S-3	63.5 - 65	0.075							95.4		
☒ B-S-3	78.5 - 80	0.075							97.4		
▲ B-S-3	88.5 - 90	4.75	0.164			0.0	0.0	65.0	35.0		
★ B-S-3	98.5 - 100	0.075							67.8		
⊙ B-S-4	2.5 - 4	25	12.779	0.573	0.089	0.0	51.5	39.8	8.7		

# Grain Size Distribution

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Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-S-4	10 - 11.5	SILTY SAND	SM	A-4 (0)	NP	NP	NP		
☒ B-S-4	18.5 - 20	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
▲ B-S-4	23.5 - 25	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
★ B-S-4	33.5 - 35	SILTY SAND	SM	A-4 (0)	NP	NP	NP		
⊙ B-S-4	43.5 - 45.5	POORLY GRADED GRAVEL with SAND	GP	A-1-a (0)	NP	NP	NP	4.93	35.36

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
● B-S-4	10 - 11.5	4.75	0.117			0.0	0.0	50.4	49.6		
☒ B-S-4	18.5 - 20	4.75	0.211	0.082		0.0	0.0	72.3	27.7		
▲ B-S-4	23.5 - 25	89.3	0.41	0.112		1.7	13.4	59.9	21.1		
★ B-S-4	33.5 - 35	4.75	0.167			0.0	0.0	63.7	36.3		
⊙ B-S-4	43.5 - 45.5	37.5	9.392	3.506	0.266	0.0	65.7	31.6	2.7		

# Grain Size Distribution

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Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-S-4	48.5 - 50.5	WELL-GRADED GRAVEL with SAND	GW	A-1-a (0)	NP	NP	NP	2.63	8.47
☒ B-S-4	53.5 - 55.5	SILTY SAND with GRAVEL	SM	A-2-4 (0)	NP	NP	NP		
▲ B-S-4	68.5 - 70	SILTY CLAY	CL-ML	A-4 (5)	28	22	6		
★ B-S-4	73.5 - 75.5	LEAN CLAY	CL	A-4 (8)	28	19	9		
◎ B-S-4	93.5 - 95	LEAN CLAY	CL	A-6 (19)	40	21	19		

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
● B-S-4	48.5 - 50.5	19	5.486	3.059	0.648	0.0	49.7	46.3	3.9		
☒ B-S-4	53.5 - 55.5	37.5	0.237	0.106		0.0	16.1	65.6	18.2		
▲ B-S-4	68.5 - 70	0.075							96.7		
★ B-S-4	73.5 - 75.5	0.075							95.4		
◎ B-S-4	93.5 - 95	0.075							94.6		

# Grain Size Distribution

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Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-S-4	98.5 - 100	LEAN CLAY with SAND	CL	A-4 (7)	30	20	10		
☒ B-S-4	103.5 - 105	SILT with SAND	ML	A-4 (6)	33	24	9		
▲ B-S-4	113.5 - 115	SILTY, CLAYEY SAND	SC-SM	A-4 (0)	21	16	5		
★ B-W-1	2.5 - 4	SILTY SAND	SM	A-4 (0)	NP	NP	NP		
⊙ B-W-1	7.5 - 9	POORLY GRADED SAND with SILT and GRAVEL	SP-SM	A-1-a (0)	NP	NP	NP	0.80	31.49

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	% Cobbles	% Gravel	% Sand	% Fines	% Silt	% Clay
● B-S-4	98.5 - 100	0.075							82.2		
☒ B-S-4	103.5 - 105	0.075							74.3		
▲ B-S-4	113.5 - 115	0.075							49.8		
★ B-W-1	2.5 - 4	9.5	0.146			0.0	3.0	55.1	41.9		
⊙ B-W-1	7.5 - 9	25	4.782	0.763	0.152	0.0	40.2	53.9	5.9		



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Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-W-1	15 - 16.5	SILTY SAND	SM	A-4 (0)	18	16	2		
⊠ B-W-1	25 - 26.5								
▲ B-W-1	30 - 32	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
★ B-W-2	5 - 6.5	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
⊙ B-W-2	15 - 16.5	SANDY SILT	ML	A-4 (0)	NP	NP	NP		

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
● B-W-1	15 - 16.5	19	0.231			0.0	5.6	51.4	43.0		
⊠ B-W-1	25 - 26.5	4.75	0.267	0.114		0.0	0.0	81.4	18.6		
▲ B-W-1	30 - 32	50	0.299	0.12		0.0	12.4	70.1	17.5		
★ B-W-2	5 - 6.5	19	0.362	0.088		0.0	11.6	61.3	27.1		
⊙ B-W-2	15 - 16.5	0.075							58.8		

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Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-W-2	20 - 21.5	SILTY SAND	SM	A-4 (0)	NP	NP	NP		
☒ B-W-2	25 - 27	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
▲ B-W-2	27 - 28.5	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
★ B-W-3	2.5 - 4	POORLY GRADED SAND with SILT and GRAVEL	SP-SM	A-1-b (0)	NP	NP	NP	0.42	17.62
⊙ B-W-3	7.5 - 9	SILTY SAND	SM	A-4 (0)	NP	NP	NP		

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
● B-W-2	20 - 21.5	0.075							38.4		
☒ B-W-2	25 - 27	19	0.412	0.159		0.0	12.4	73.7	13.8		
▲ B-W-2	27 - 28.5	4.75	0.193	0.107		0.0	0.0	84.3	15.7		
★ B-W-3	2.5 - 4	19	1.364	0.212	0.077	0.0	20.4	70.2	9.5		
⊙ B-W-3	7.5 - 9	4.75	0.13			0.0	0.0	56.4	43.6		

# Grain Size Distribution

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Boring ID	Depth (Ft)	USCS Classification	USCS	AASHTO	LL	PL	PI	Cc	Cu
● B-W-3	15 - 16.5								
☒ B-W-3	20 - 21.5	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
▲ B-W-3	25 - 26.5	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		
★ B-W-3	30 - 31.5	SILTY SAND	SM	A-2-4 (0)	NP	NP	NP		

Boring ID	Depth (Ft)	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
● B-W-3	15 - 16.5	4.75	0.135			0.0	0.0	61.5	38.5		
☒ B-W-3	20 - 21.5	4.75	0.198	0.078		0.0	0.0	71.1	28.9		
▲ B-W-3	25 - 26.5	19	0.413	0.132		0.0	7.7	74.4	17.9		
★ B-W-3	30 - 31.5	4.75	0.188	0.081		0.0	0.0	72.3	27.7		

**Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils**  
(ASTM D2850)

**Project:** Terracon  
**No:** M00385-495 (61215166)  
**Location:** Brigham City Connection Project  
**Date:** 1/31/2023  
**By:** EH

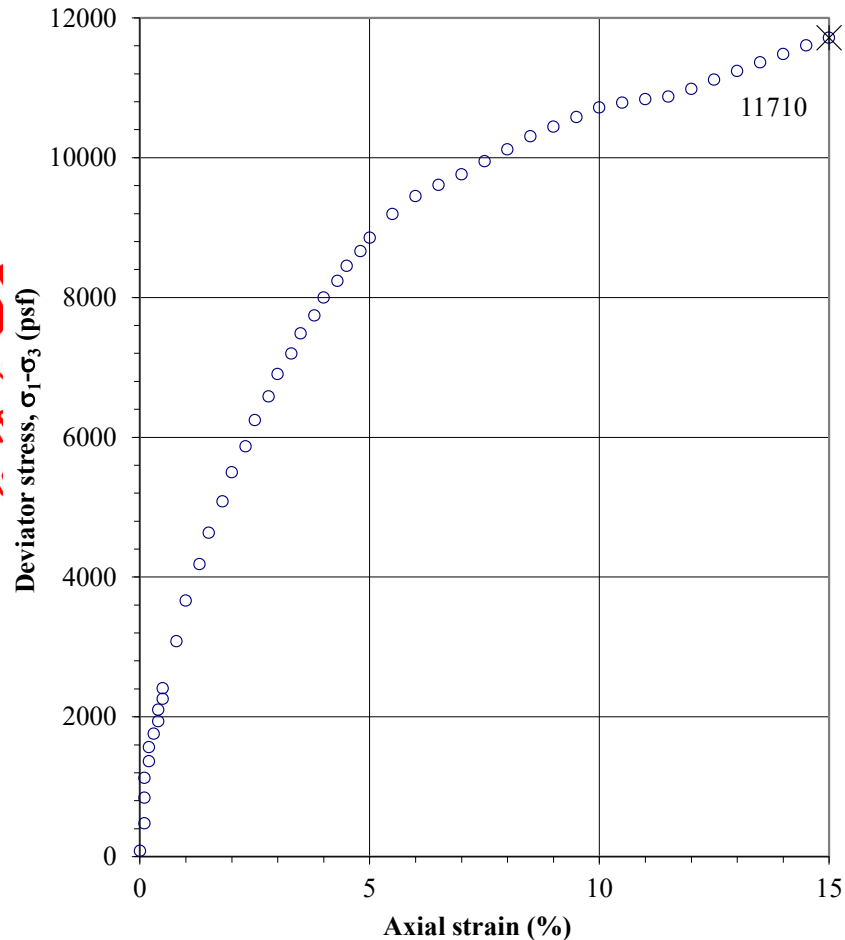
**Boring No.:** B-S-1  
**Sample:** 16  
**Depth:** 68.5-70.5'  
**Sample Description:** Brownish grey clayey sand  
**Sample type:** Undisturbed-trimmed from thin-wall

Specific gravity, $G_s$	2.80	Assumed
Sample height, $H$ (in.)	5.196	
Sample diameter, $D$ (in.)	2.383	
Sample volume, $V$ (ft <sup>3</sup> )	0.0134	
Wt. rings + wet soil (g)	1530.20	
Wt. rings/tare (g)	756.94	
Moist soil, $W_s$ (g)	773.26	
Moist unit wt., $\gamma_m$ (pcf)	127.1	
Dry unit wt., $\gamma_d$ (pcf)	100.4	
Saturation (%)	100.0	
Void ratio, $e$	0.74	



Wet soil + tare (g)	531.21
Dry soil + tare (g)	445.62
Tare (g)	123.26
Water content, $w$ (%)	26.6
Confining stress, $\sigma_3$ (psf)	8036
Shear rate (in/min)	0.0156
Strain at failure, $\epsilon_f$ (%)	15.00
Deviator stress at failure, $(\sigma_1 - \sigma_3)_f$ (psf)	11710
Shear stress at failure, $q_f = (\sigma_1 - \sigma_3)_f / 2$ (psf)	5855

Axial Strain	$\sigma_d$	$Q$
	$\sigma_1 - \sigma_3$	$1/2 \sigma_d$
0.00	78.1	39.0
0.10	471.5	235.8
0.10	836.6	418.3
0.10	1123.4	561.7
0.20	1359.7	679.9
0.20	1562.8	781.4
0.30	1756.3	878.1
0.40	1935.0	967.5
0.40	2098.7	1049.3
0.50	2254.1	1127.1
0.50	2406.4	1203.2
0.80	3077.7	1538.8
1.00	3659.0	1829.5
1.30	4180.5	2090.3
1.50	4629.8	2314.9
1.80	5079.3	2539.7
2.00	5492.8	2746.4
2.30	5864.2	2932.1
2.50	6239.5	3119.8
2.80	6578.7	3289.4
3.00	6898.5	3449.2
3.30	7195.0	3597.5
3.50	7481.9	3740.9
3.80	7736.1	3868.0
4.00	7993.2	3996.6
4.30	8232.7	4116.4
4.50	8499.7	4224.9
4.80	8659.9	4330.0
5.00	8853.1	4426.0
5.50	9188.2	4594.1
6.00	9447.2	4723.6
6.50	9605.5	4802.8
7.00	9756.9	4878.4
7.50	9945.7	4972.8
8.00	10113.9	5057.0
8.50	10302.2	5151.1
9.00	10438.1	5219.1
9.50	10578.3	5289.1
10.00	10712.5	5356.3
10.50	10782.6	5391.3
11.00	10834.5	5417.3
11.50	10871.6	5435.8
12.00	10981.1	5490.5
12.50	11110.0	5555.0
13.00	11235.4	5617.7
13.50	11360.0	5680.0
14.00	11477.0	5738.5
14.50	11599.9	5800.0
15.00	11709.5	5854.8



Entered by: \_\_\_\_\_

Reviewed: \_\_\_\_\_



**Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils**

(ASTM D2850)



**Project: Terracon**

**No: M00385-451 (61215166)**

**Location: Parametrix-Forest Street Final Design**

**Date: 2/8/2022**

**By: BSS**

**Boring No.: B-S-2**

**Sample: 16**

**Depth: 68.5-70.5'**

**Sample Description: Greyish brown clay**

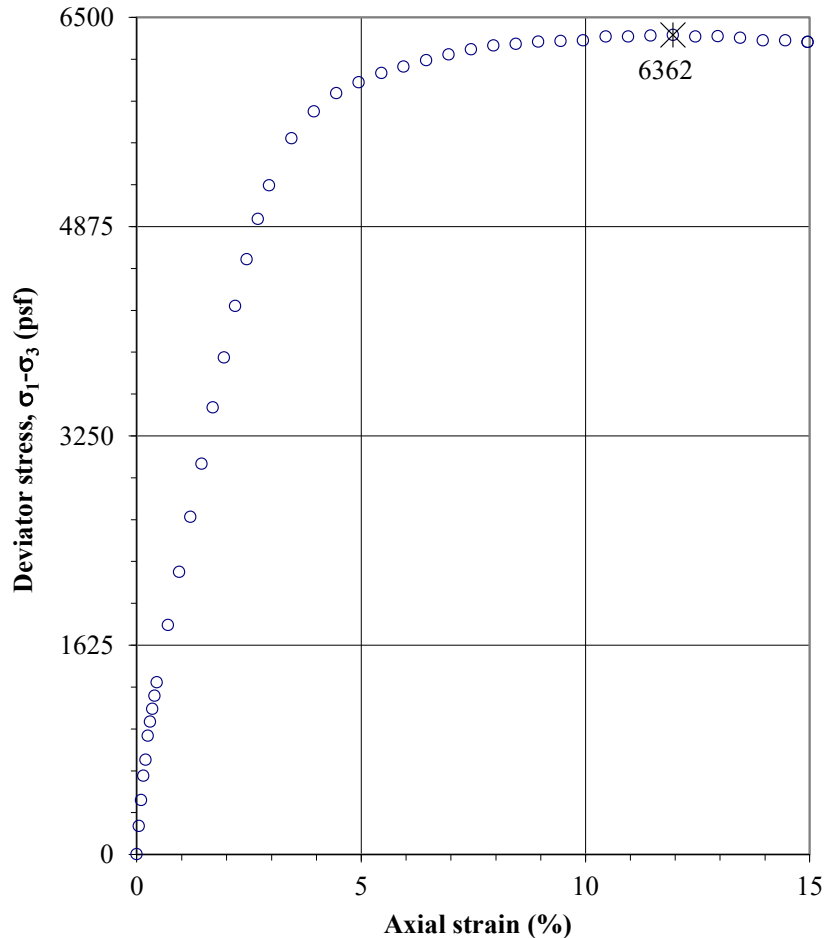
**Sample type: Undisturbed-trimmed from thin-wall**

Specific gravity, G <sub>s</sub>	2.80	Estimated
Sample height, H (in.)	5.918	
Sample diameter, D (in.)	2.379	
Sample volume, V (ft <sup>3</sup> )	0.0152	
Wt. rings + wet soil (g)	799.28	
Wt. rings/tare (g)	0.00	
Moist soil, W <sub>s</sub> (g)	799.28	
Moist unit wt., γ <sub>m</sub> (pcf)	115.7	
Dry unit wt., γ <sub>d</sub> (pcf)	83.3	
Saturation (%)	99.0	
Void ratio, e	1.10	



Wet soil + tare (g)	299.66
Dry soil + tare (g)	249.01
Tare (g)	119.12
Water content, w (%)	39.0
Confining stress, σ <sub>3</sub> (psf)	7593
Shear rate (in/min)	0.0178
Strain at failure, ε <sub>f</sub> (%)	11.96
Deviator stress at failure, (σ <sub>1</sub> -σ <sub>3</sub> ) <sub>f</sub> (psf)	6362
Shear stress at failure, q <sub>f</sub> = (σ <sub>1</sub> -σ <sub>3</sub> ) <sub>f</sub> /2 (psf)	3181

Axial Strain (%)	σ <sub>d</sub> (psf)	Q (psf)
0.00	0.0	0.0
0.05	218.3	109.1
0.10	421.8	210.9
0.15	608.9	304.5
0.20	734.6	367.3
0.25	921.0	460.5
0.30	1028.1	514.1
0.35	1128.1	564.1
0.40	1231.6	615.8
0.45	1334.0	667.0
0.70	1779.6	889.8
0.95	2192.0	1096.0
1.20	2620.6	1310.3
1.45	3032.7	1516.4
1.70	3468.2	1734.1
1.95	3856.3	1928.2
2.20	4256.5	2128.3
2.45	4619.2	2309.6
2.70	4932.2	2466.6
2.95	5192.3	2596.2
3.15	5357.5	2778.8
3.45	5767.3	2882.7
3.75	5908.6	2954.3
4.05	5994.3	2997.2
4.35	6065.3	3033.6
4.65	6055.5	3057.8
4.95	6164.5	3082.3
5.25	6208.9	3104.5
5.55	6248.2	3124.1
5.85	6278.4	3139.2
6.15	6292.5	3146.3
6.45	6309.5	3154.8
6.75	6314.3	3157.2
7.05	6318.7	3159.4
7.35	6349.9	3175.0
7.65	6349.0	3174.5
7.95	6355.9	3178.0
8.25	6362.0	3181.0
8.55	6348.5	3174.3
8.85	6350.1	3175.1
9.15	6339.8	3169.9
9.45	6317.9	3159.0
9.75	6318.4	3159.2
10.05	6306.8	3153.4



FOR BIDDING  
General Contractors,  
Get plans from the office  
contract document

ORIGINAL SET  
in the  
wall

Entered by: \_\_\_\_\_

Reviewed: \_\_\_\_\_

**Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils**

(ASTM D2850)



**Project: Terracon**

**No: M00385-451 (61215166)**

**Location: Parametrix-Forest Street Final Design**

**Date: 2/8/2022**

**By: BSS**

**Boring No.: B-S-3**

**Sample: 14**

**Depth: 58.5-60.5'**

**Sample Description: Grey clay**

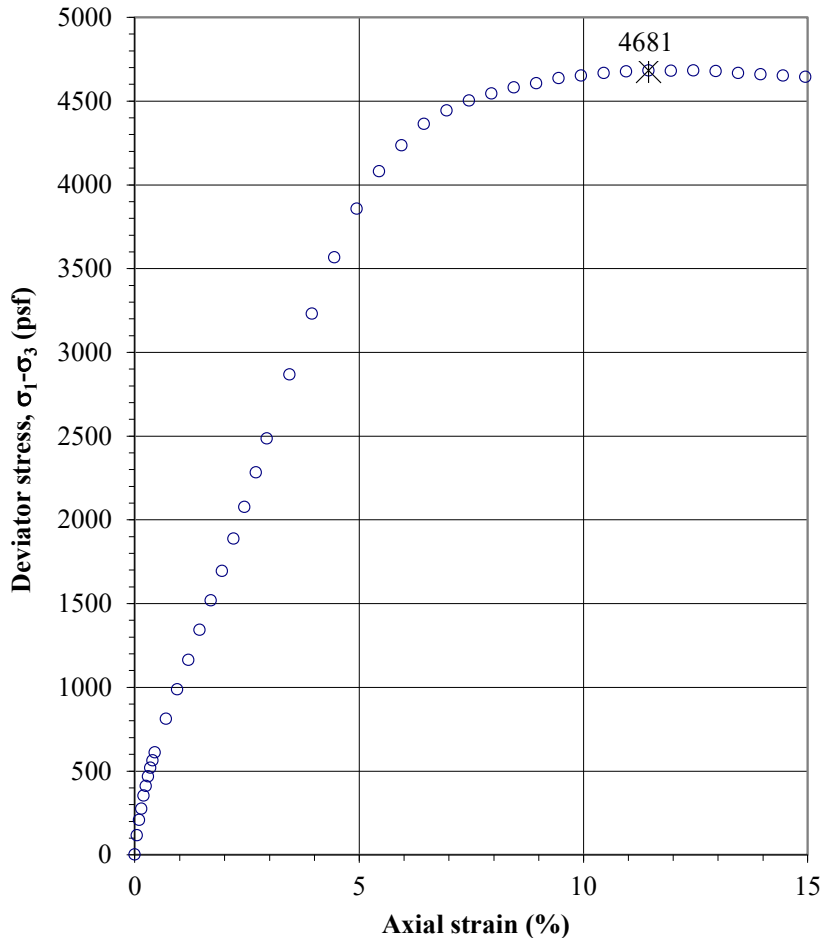
**Sample type: Undisturbed-trimmed from thin-wall**

Specific gravity, G <sub>s</sub>	2.70	Estimated
Sample height, H (in.)	5.900	
Sample diameter, D (in.)	2.368	
Sample volume, V (ft <sup>3</sup> )	0.0150	
Wt. rings + wet soil (g)	789.16	
Wt. rings/tare (g)	0.00	
Moist soil, W <sub>s</sub> (g)	789.16	
Moist unit wt., γ <sub>m</sub> (pcf)	115.7	
Dry unit wt., γ <sub>d</sub> (pcf)	<b>84.6</b>	
Saturation (%)	99.6	
Void ratio, e	1.00	



Wet soil + tare (g)	189.02
Dry soil + tare (g)	172.29
Tare (g)	126.75
Water content, w (%)	<b>36.7</b>
Confining stress, σ <sub>3</sub> (psf)	6994
Shear rate (in/min)	0.0177
Strain at failure, ε <sub>f</sub> (%)	11.46
Deviator stress at failure, (σ <sub>1</sub> -σ <sub>3</sub> ) <sub>f</sub> (psf)	4681
Shear stress at failure, q <sub>f</sub> = (σ <sub>1</sub> -σ <sub>3</sub> ) <sub>f</sub> /2 (psf)	2341

Axial Strain (%)	σ <sub>d</sub> (psf)	Q (psf)
0.00	0.0	0.0
0.05	115.0	57.5
0.10	207.8	103.9
0.15	273.1	136.5
0.20	353.0	176.5
0.25	410.3	205.1
0.30	467.2	233.6
0.35	519.1	259.5
0.40	563.1	281.5
0.45	610.7	305.4
0.70	811.0	405.5
0.95	987.3	493.6
1.20	1163.0	581.5
1.45	1342.3	671.1
1.70	1516.8	758.4
1.95	1693.2	843.6
2.20	1886.9	943.4
2.45	2076.0	1038.0
2.70	2281.0	1140.5
2.95	2484.9	1242.4
3.15	2867.2	1433.6
3.95	3229.1	1614.5
4.45	3664.7	1823.3
4.95	3855.6	1927.8
5.45	4079.1	2039.6
5.95	4244.2	2117.1
6.45	4361.9	2180.9
6.95	4443.6	2221.3
7.45	4501.5	2250.7
7.95	4543.4	2271.7
8.45	4580.2	2290.1
8.95	4604.4	2302.2
9.45	4636.3	2318.1
9.95	4651.3	2325.6
10.45	4665.6	2332.8
10.95	4675.6	2337.8
11.46	4681.4	2340.7
11.95	4678.8	2339.4
12.45	4680.4	2340.2
12.95	4677.5	2338.7
13.45	4666.2	2333.1
13.95	4658.8	2329.4
14.45	4651.2	2325.6
14.95	4643.6	2321.8



FOR BIDDING  
General contractor's  
copy plans from the off  
contract document

ORIGINAL SET  
in the  
wall

Entered by: \_\_\_\_\_

Reviewed: \_\_\_\_\_

**Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils**  
(ASTM D2850)

**Project:** Terracon  
**No:** M00385-451 (61215166)  
**Location:** Parametrix-Forest Street Final Design  
**Date:** 2/8/2022  
**By:** BSS

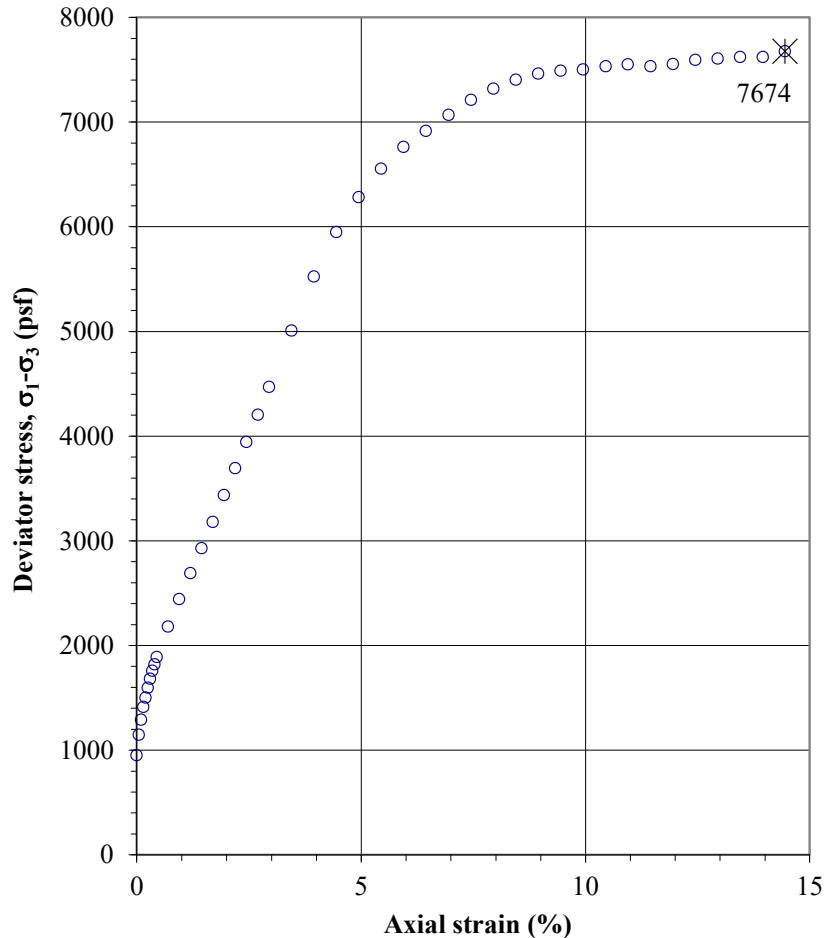
**Boring No.:** B-S-4  
**Sample:** 17  
**Depth:** 73.5-75.5'  
**Sample Description:** Grey clay with sand  
**Sample type:** Undisturbed-trimmed from thin-wall

Specific gravity, G <sub>s</sub>	2.75	Estimated
Sample height, H (in.)	5.918	
Sample diameter, D (in.)	2.368	
Sample volume, V (ft <sup>3</sup> )	0.0151	
Wt. rings + wet soil (g)	849.58	
Wt. rings/tare (g)	0.00	
Moist soil, W <sub>s</sub> (g)	849.58	
Moist unit wt., γ <sub>m</sub> (pcf)	124.2	
Dry unit wt., γ <sub>d</sub> (pcf)	97.6	
Saturation (%)	98.2	
Void ratio, e	0.76	



Wet soil + tare (g)	278.67
Dry soil + tare (g)	246.31
Tare (g)	127.35
Water content, w (%)	27.2
Confining stress, σ <sub>3</sub> (psf)	7996
Shear rate (in/min)	0.0178
Strain at failure, ε <sub>f</sub> (%)	14.45
Deviator stress at failure, (σ <sub>1</sub> -σ <sub>3</sub> ) <sub>f</sub> (psf)	7674
Shear stress at failure, q <sub>f</sub> = (σ <sub>1</sub> -σ <sub>3</sub> ) <sub>f</sub> /2 (psf)	3837

Axial Strain (%)	σ <sub>d</sub> (psf)	Q (psf)
0.00	949.2	474.6
0.05	1143.5	571.7
0.10	1287.8	643.9
0.15	1410.5	705.2
0.20	1498.3	749.1
0.25	1594.0	797.0
0.30	1677.8	838.9
0.35	1755.9	878.0
0.40	1815.6	907.8
0.45	1886.6	943.3
0.70	2178.5	1089.3
0.95	2440.3	1220.2
1.20	2687.3	1343.7
1.45	2927.7	1463.9
1.70	3176.3	1588.2
1.95	3432.4	1716.2
2.20	3691.6	1845.8
2.45	3941.7	1970.9
2.70	4201.6	2100.8
2.95	4465.8	2232.9
3.15	4685.6	2352.8
3.45	5005.6	2502.8
3.95	5521.9	2766.0
4.45	5943.9	2972.5
4.95	6279.9	3140.0
5.45	6551.9	3277.9
5.95	6688.7	3379.4
6.45	6913.3	3456.7
6.95	7068.0	3533.0
7.45	7208.4	3604.2
7.95	7316.4	3658.2
8.45	7402.7	3701.4
8.95	7459.8	3729.9
9.45	7487.7	3743.9
9.95	7499.1	3749.6
10.45	7529.9	3765.0
10.95	7547.7	3773.9
11.45	7529.5	3764.8
11.95	7550.3	3775.2
12.45	7589.7	3794.9
12.95	7601.8	3800.9
13.45	7619.9	3810.0
13.96	7618.6	3809.3
14.45	7674.0	3837.0

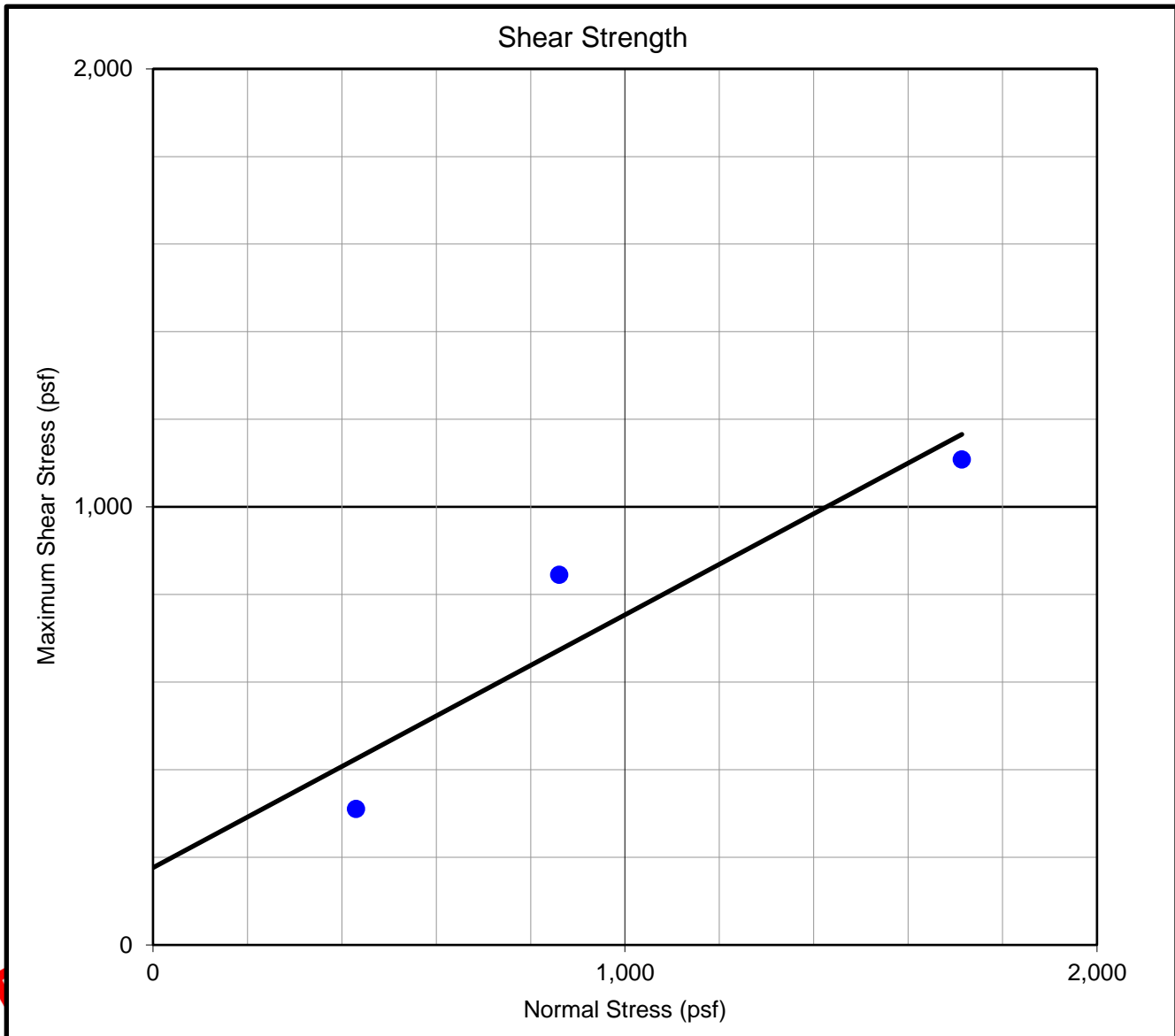


Entered by: \_\_\_\_\_

Reviewed: \_\_\_\_\_

# SOIL DIRECT SHEAR RESULTS

Sample Location: B-S-2

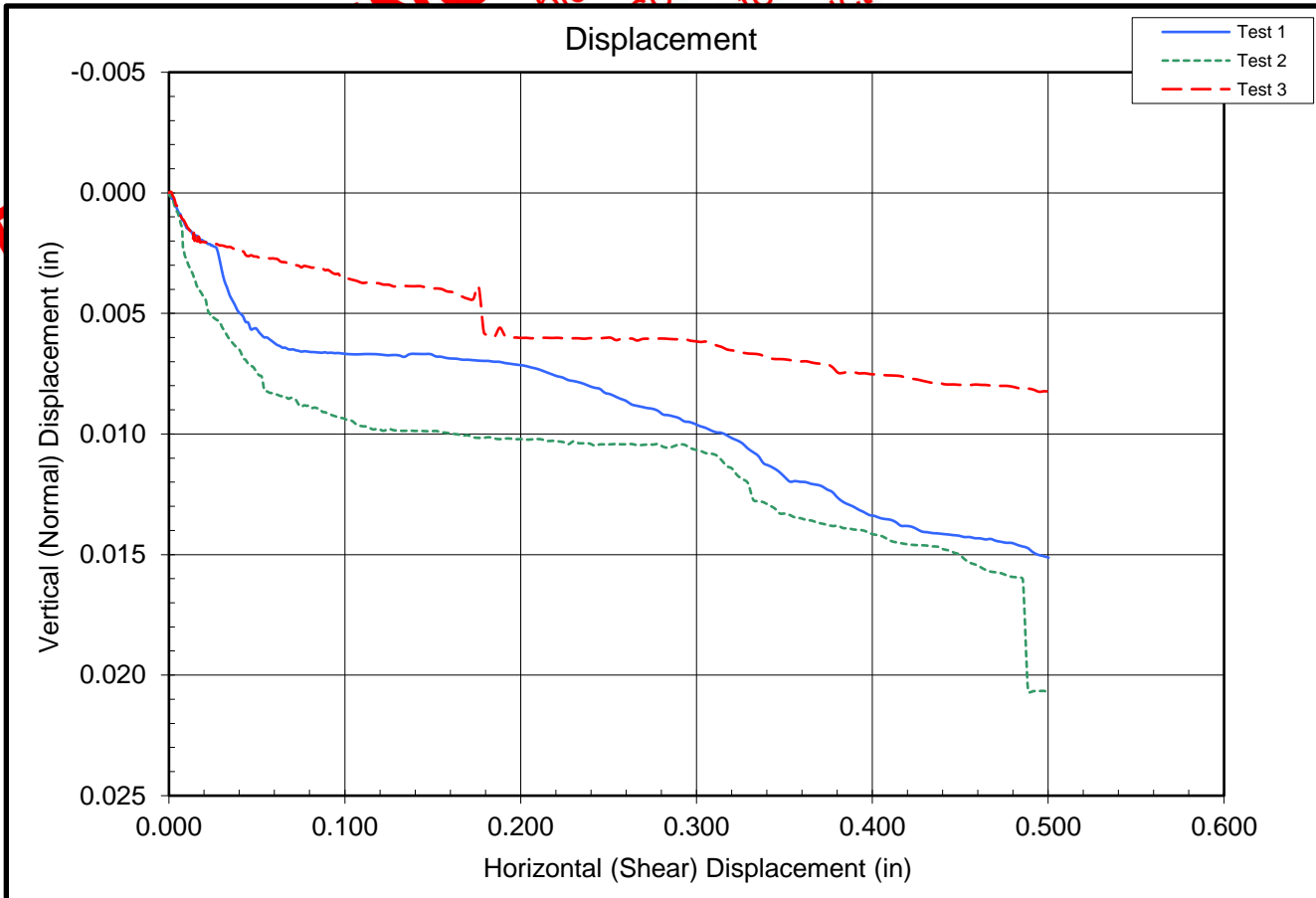
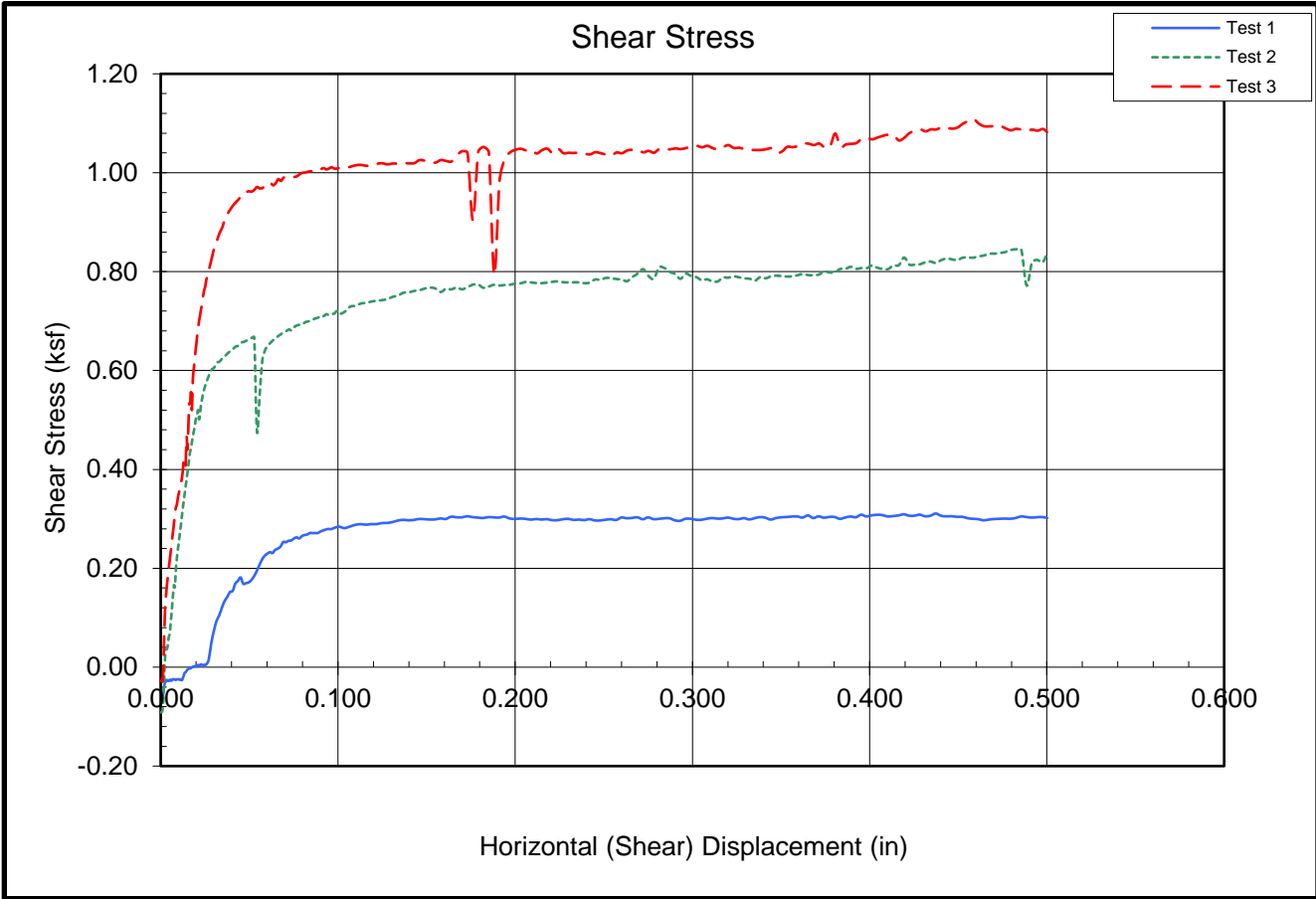


Test Parameters										
Sample Information				Test Stresses		Initial Conditions			Final Conditions	
Test #	Sample Lab ID	Depth (ft)	Diameter (in)	Normal (psf)	Max Shear (psf)	Height (in)	Moisture (%)	Density (pcf)	Height (in)	Moisture (%)
1	1	7.5	2.50	430.2	310.7	1.00	4.5	115.0	0.98	15.0
2	1	7.5	2.50	860.8	845.1	1.00	4.3	115.2	0.98	14.1
3	1	7.5	2.50	1,713.7	1,108.2	1.00	4.0	115.0	0.99	13.1

Notes and Special Test Conditions	

Project Information	
Project Name	Forest St Bridge
Location	Brigham City, UT
Client	Parametrix
Project #	61215166

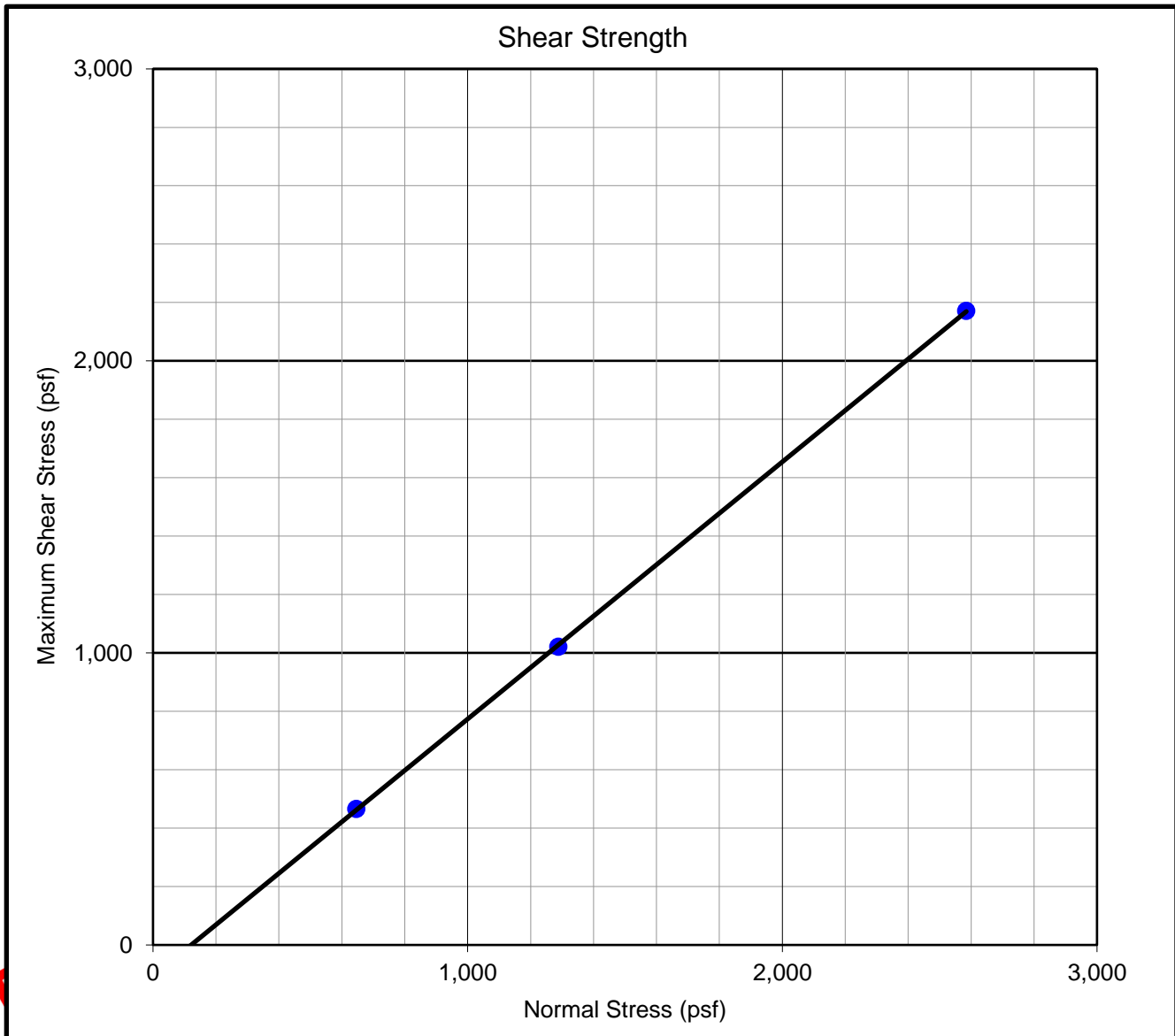
Test Results	
Friction Angle (°)	30
Cohesion (psf)	176
Shear Rate (in/min)	





## SOIL DIRECT SHEAR RESULTS

Sample Location: B-S-4

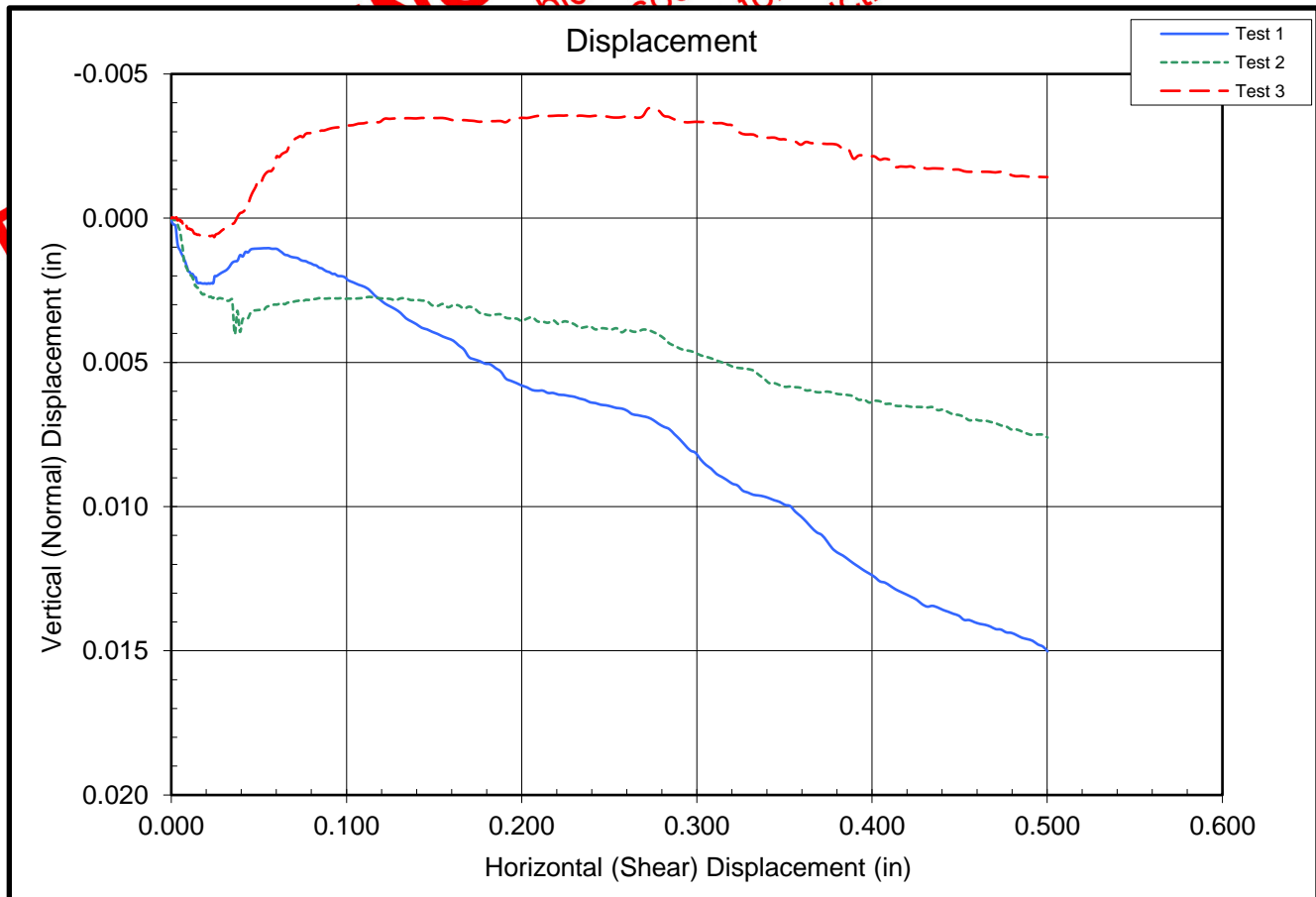
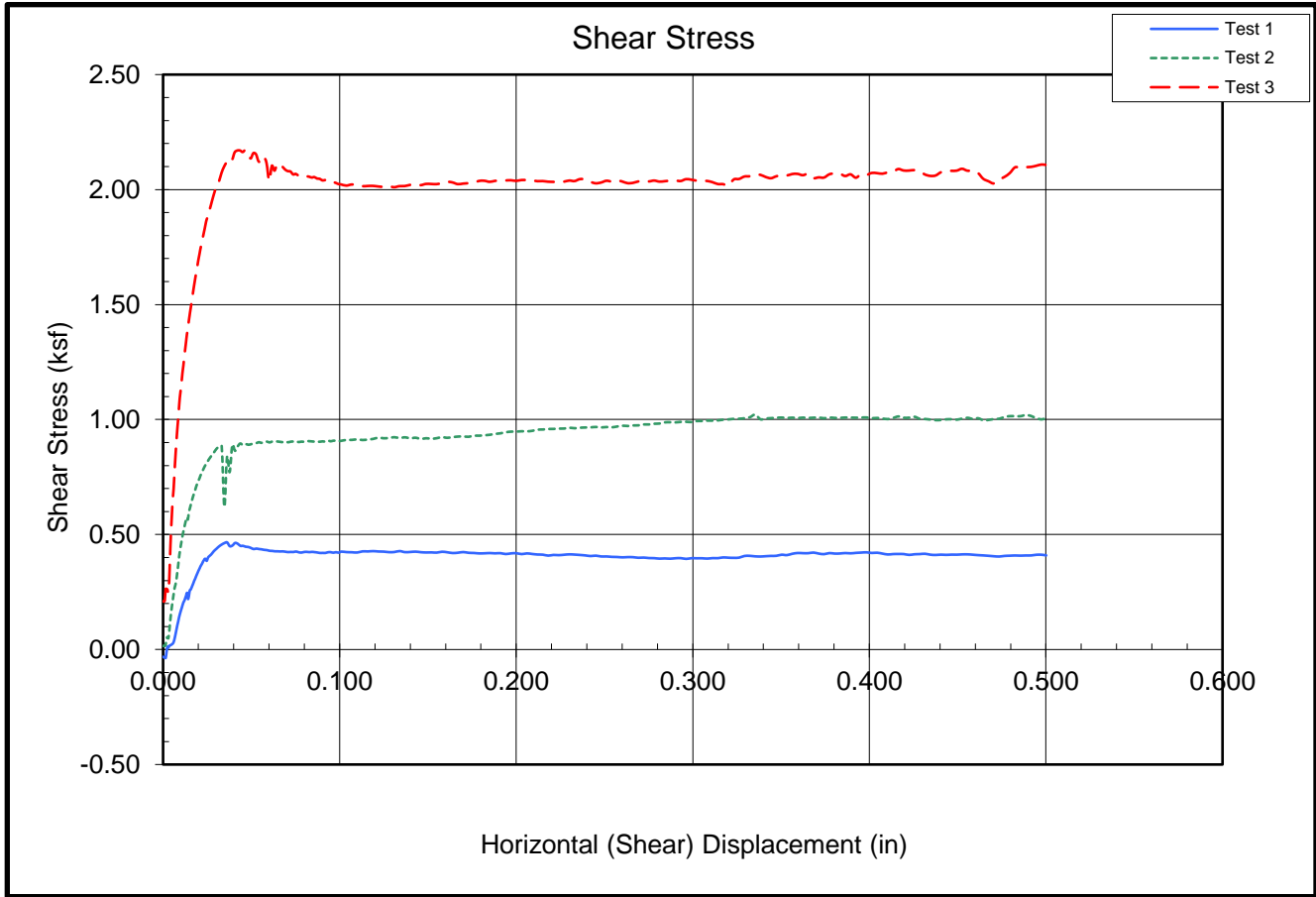


Test Parameters										
Sample Information				Test Stresses		Initial Conditions			Final Conditions	
Test #	Sample Lab ID	Depth (ft)	Diameter (in)	Normal (psf)	Max Shear (psf)	Height (in)	Moisture (%)	Density (pcf)	Height (in)	Moisture (%)
1	1	10	2.50	645.8	465.9	1.00	7.8	118.0	0.98	16.7
2	1	10	2.50	1,288.0	1,021.4	1.00	7.6	118.0	0.99	17.7
3	1	10	2.50	2,584.7	2,171.4	1.00	7.9	118.0	1.00	17.6

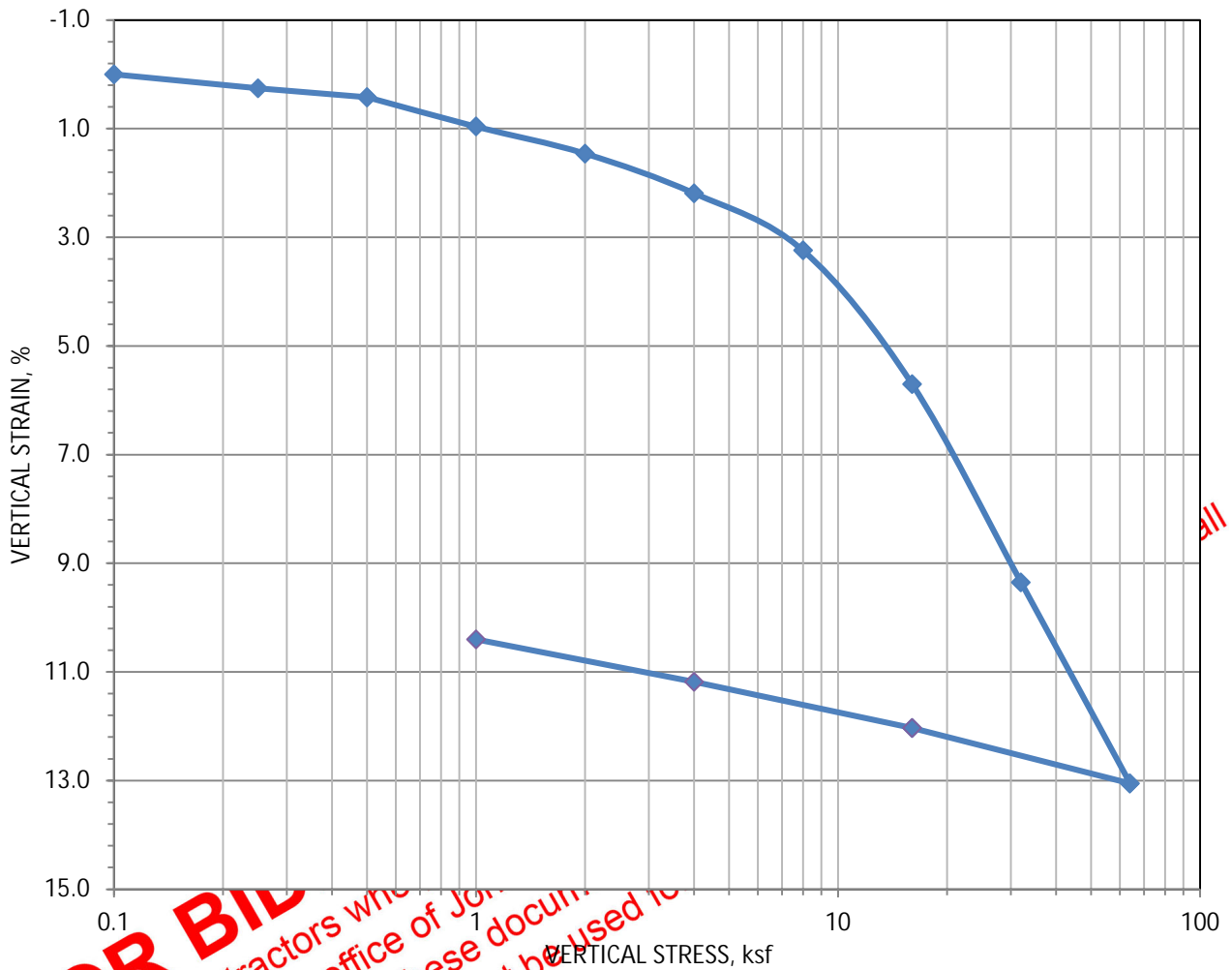
Notes and Special Test Conditions	

Project Information	
Project Name	Forest St Bridge
Location	Brigham City, UT
Client	Parametrix
Project #	61215166.0

Test Results	
Friction Angle (°)	40
Cohesion (psf)	0
Shear Rate (in/min)	



## Consolidation Test Data (ASTM D 2435-04 )



*Before Consolidation*

Sample Diameter (in):	2.42	Moist Unit Weight (pcf):	<b>122</b>
Sample Height (in):	1	Moisture Content (%):	<b>21.0</b>
Sample Volume (cf):	0.0027	Dry Unit Weight (pcf):	<b>101</b>

*After Consolidation*

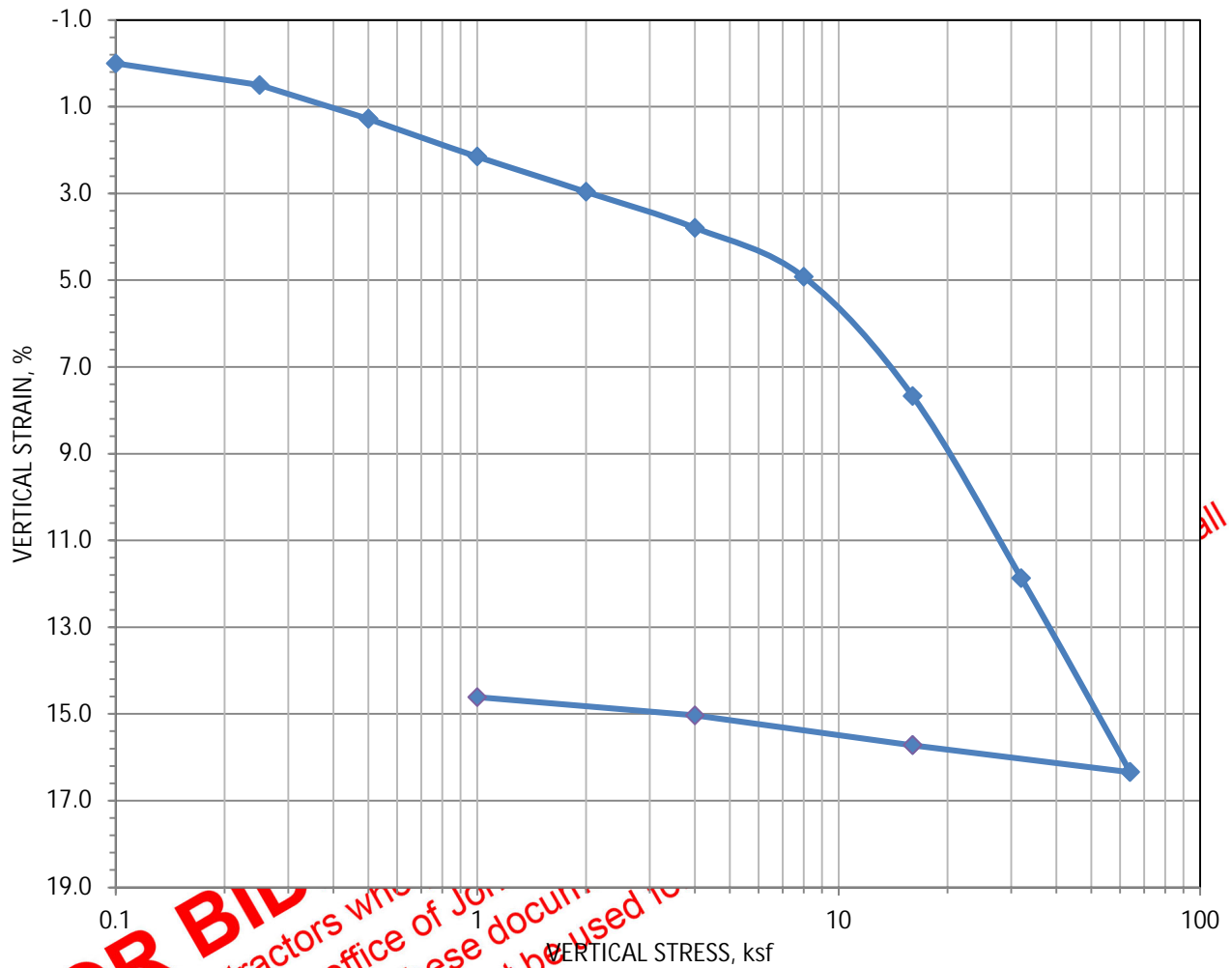
Sample Diameter (in):	2.42	Moist Unit Weight (pcf):	<b>141</b>
Sample Height (in):	0.8887	Moisture Content (%):	<b>24.6</b>
Sample Volume (cf):	0.0024	Dry Unit Weight (pcf):	<b>114</b>

Liquid Limit:	33	Percent Fines:	97
Plasticity Index:	10	Classification:	Lean Clay (CL)



Project Name: Parametric  
 Project No.: 61215166  
 Location: Brigham City, Utah  
 Sample: B-S-2 @ 63.5

## Consolidation Test Data (ASTM D 2435-04 )



*Before Consolidation*

Sample Diameter (in):	2.42	Moist Unit Weight (pcf):	<b>123</b>
Sample Height (in):	1	Moisture Content (%):	<b>29.7</b>
Sample Volume (cf):	0.0027	Dry Unit Weight (pcf):	<b>95</b>

*After Consolidation*

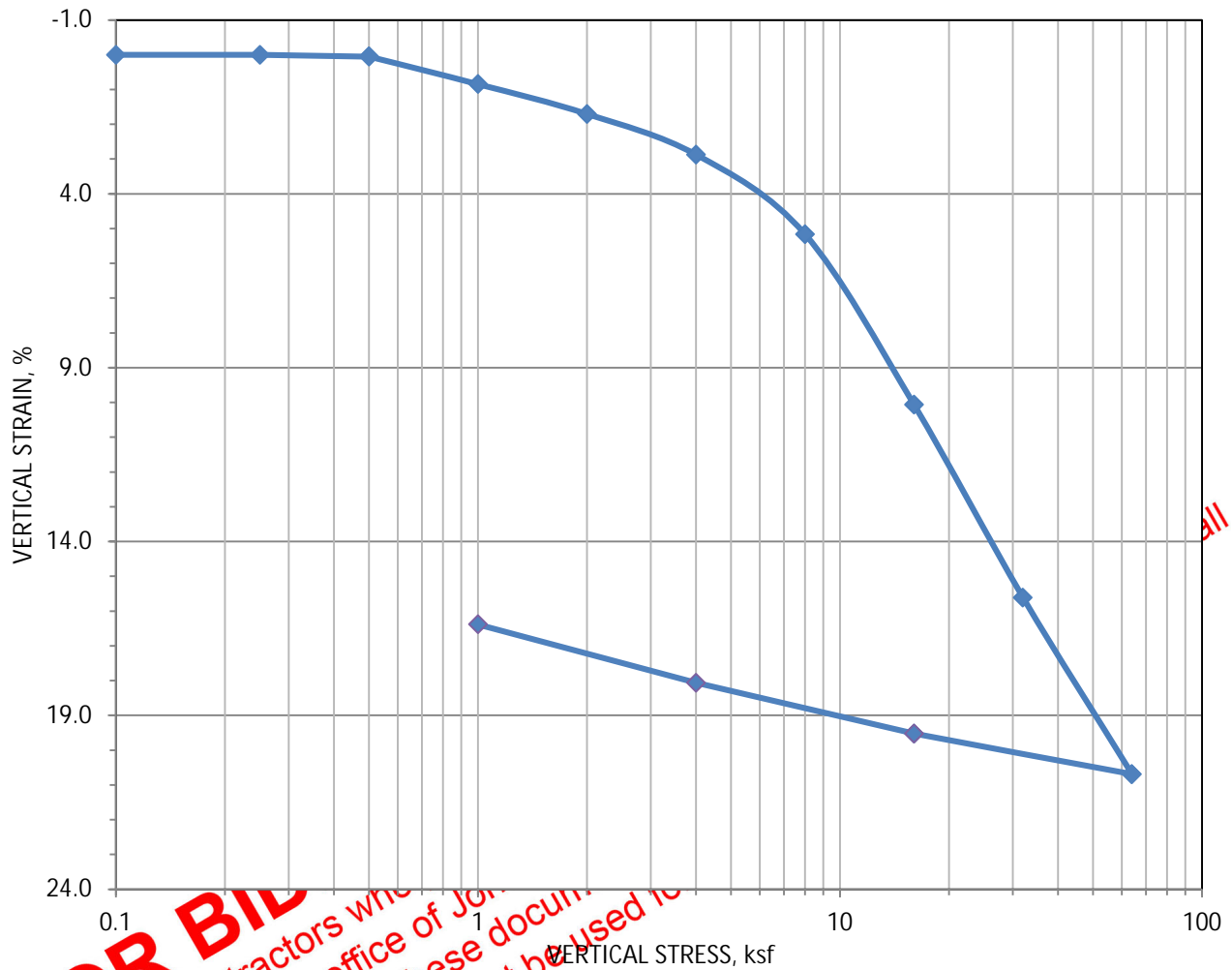
Sample Diameter (in):	2.42	Moist Unit Weight (pcf):	<b>133</b>
Sample Height (in):	0.8497	Moisture Content (%):	<b>20</b>
Sample Volume (cf):	0.0023	Dry Unit Weight (pcf):	<b>111</b>

Liquid Limit:	34	Percent Fines:	87
Plasticity Index:	14	Classification:	Lean Clay (CL)



Project Name: Parametric  
 Project No.: 61215166  
 Location: Brigham City, UT  
 Sample: B-S-2 @ 78.5

## Consolidation Test Data (ASTM D 2435-04 )



*Before Consolidation*

Sample Diameter (in):	2.42	Moist Unit Weight (pcf):	<b>113</b>
Sample Height (in):	1	Moisture Content (%):	<b>43.3</b>
Sample Volume (cf):	0.0027	Dry Unit Weight (pcf):	<b>79</b>

*After Consolidation*

Sample Diameter (in):	2.42	Moist Unit Weight (pcf):	<b>121</b>
Sample Height (in):	0.8343	Moisture Content (%):	<b>28.8</b>
Sample Volume (cf):	0.0022	Dry Unit Weight (pcf):	<b>94</b>

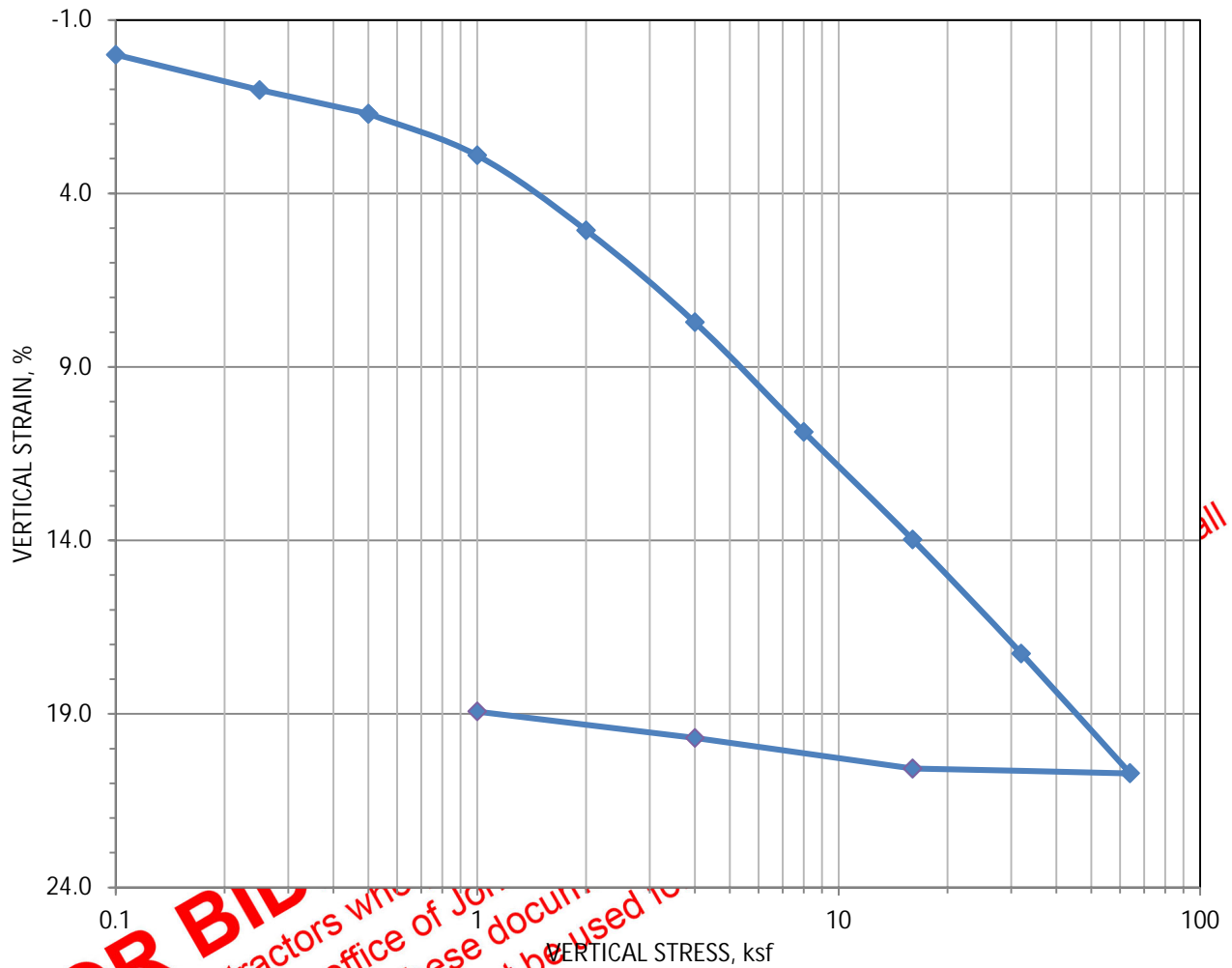
Liquid Limit:	34	Percent Fines:	100
Plasticity Index:	10	Classification:	Silt (ML)



Project Name: Forest Street Final Design  
 Project No.: 61215166  
 Location: Brigham City, UT  
 Sample: B-S-3 @ 58.5



## Consolidation Test Data (ASTM D 2435-04 )



*Before Consolidation*

Sample Diameter (in):	2.42	Moist Unit Weight (pcf):	<b>116</b>
Sample Height (in):	1	Moisture Content (%):	<b>35</b>
Sample Volume (cf):	0.0027	Dry Unit Weight (pcf):	<b>86</b>

*After Consolidation*

Sample Diameter (in):	2.42	Moist Unit Weight (pcf):	<b>131</b>
Sample Height (in):	0.7932	Moisture Content (%):	<b>22</b>
Sample Volume (cf):	0.0021	Dry Unit Weight (pcf):	<b>108</b>

Liquid Limit:	28	Percent Fines:	95
Plasticity Index:	9	Classification:	Lean Clay (CL)



Project Name: Parametrix  
 Project No.: 61215166  
 Location: Brigham City, UT  
 Sample: B-S-4 @ 73.5



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6949 South High Tech Drive  
Midvale, UT 84047

PO#:  
Receipt: 1/27/23 15:18 @ 18.8 °C  
Date Reported: 2/2/2023  
Project Name: Brigham City Connection Project / 61215166

Sample ID: B-S-1 @ 20.0-21.5

Matrix: Solid

Lab ID: 23A1913-01

Date Sampled: 1/26/23 0:00

Sampled By: Client

	<u>Result</u>	<u>Units</u>	<u>Minimum Reporting Limit</u>	<u>Method</u>	<u>Preparation Date/Time</u>	<u>Analysis Date/Time</u>	<u>Flag(s)</u>
<b>Inorganic</b>							
Chloride, Soluble (IC)	15	mg/kg dry	13	EPA 300.0	1/27/23	1/30/23	
pH	9.0	pH Units	0.1	EPA 9045D	1/27/23	1/27/23	
Sulfate, Soluble (IC)	ND	mg/kg dry	13	EPA 300.0	1/27/23	1/30/23	
Total Solids	80.0	%	0.1	EPA 8000C	1/30/23	1/30/23	
Resistivity	25.7	ohm m	1.0	SSSA 10-3.3	2/1/23	2/1/23	

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PO#:  
Receipt: **1/27/23 15:18 @ 18.8 °C**  
Date Reported: 2/2/2023  
Project Name: **Brigham City Connection Project / 61215166**

Sample ID: **B-S-1 @ 48.5-50.5**

Matrix: **Solid**

Lab ID: **23A1913-02**

Date Sampled: **1/26/23 0:00**

Sampled By: **Client**

	<u>Result</u>	<u>Units</u>	<u>Minimum Reporting Limit</u>	<u>Method</u>	<u>Preparation Date/Time</u>	<u>Analysis Date/Time</u>	<u>Flag(s)</u>
<b>Inorganic</b>							
Chloride, Soluble (IC)	ND	mg/kg dry	12	EPA 300.0	1/27/23	1/30/23	
pH	8.6	pH Units	0.1	EPA 9045D	1/27/23	1/27/23	
Sulfate, Soluble (IC)	672	mg/kg dry	12	EPA 300.0	1/27/23	1/30/23	
Total Solids	80.7	%	0.1	EPA 8000C	1/30/23	1/30/23	
Resistivity	10.0	ohm m	1.0	SSSA 10.3.3	2/1/23	2/1/23	

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PO#: 61215166  
Receipt: 1/31/22 16:08 @ 18.4 °C  
Date Reported: 2/7/2022  
Project Name: Parametrix-Forest Street Final Design - 61215166

Sample ID: B-S-2 @ 2.5-4.0'

Matrix: Solid

Lab ID: 22A1716-01

Date Sampled: 1/31/22 0:00

Sampled By: Client

	<u>Result</u>	<u>Units</u>	<u>Minimum Reporting Limit</u>	<u>Method</u>	<u>Preparation Date/Time</u>	<u>Analysis Date/Time</u>	<u>Flag(s)</u>
<b>Inorganic</b>							
pH	9.2	pH Units	0.1	EPA 9045D	1/31/22	1/31/22	
Sulfate, Soluble (IC)	35	mg/kg dry	12	EPA 300.0	2/3/22	2/4/22	
Total Solids	84.1	%	0.1	SM 2540G	2/1/22	2/1/22	
Chloride, Soluble (IC)	541	mg/kg dry	12	EPA 300.0	2/3/22	2/4/22	
Resistivity	ND	ohm m	10.0	SSSA 10.3.3	2/7/22	2/7/22	

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PO#: 61215166  
Receipt: 1/31/22 16:08 @ 18.4 °C  
Date Reported: 2/7/2022  
Project Name: Parametrix-Forest Street Final Design - 61215166

Sample ID: B-S-2 @ 68.5-70.5'

Matrix: Solid

Lab ID: 22A1716-02

Date Sampled: 1/31/22 0:00

Sampled By: Client

	<u>Result</u>	<u>Units</u>	<u>Minimum Reporting Limit</u>	<u>Method</u>	<u>Preparation Date/Time</u>	<u>Analysis Date/Time</u>	<u>Flag(s)</u>
<b>Inorganic</b>							
pH	9.0	pH Units	0.1	EPA 9045D	1/31/22	1/31/22	
Sulfate, Soluble (IC)	31	mg/kg dry	14	EPA 300.0	2/3/22	2/5/22	
Total Solids	70.9	%	0.1	SM 2540G	2/1/22	2/1/22	
Chloride, Soluble (IC)	ND	mg/kg dry	14	EPA 300.0	2/3/22	2/5/22	
Resistivity	10.8	ohm m	10.0	SSSA 10.3.3	2/7/22	2/7/22	

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PO#: **61215166**  
Receipt: **1/31/22 16:08 @ 18.4 °C**  
Date Reported: **2/7/2022**  
Project Name: **Parametrix-Forest Street Final Design - 61215166**

Sample ID: **B-S-2 @ 108.5-110.0'**

Matrix: **Solid**

Lab ID: **22A1716-03**

Date Sampled: **1/31/22 0:00**

Sampled By: **Client**

	<u>Result</u>	<u>Units</u>	<u>Minimum Reporting Limit</u>	<u>Method</u>	<u>Preparation Date/Time</u>	<u>Analysis Date/Time</u>	<u>Flag(s)</u>
<b>Inorganic</b>							
pH	9.3	pH Units	0.1	EPA 9045D	1/31/22	1/31/22	
Sulfate, Soluble (IC)	25	mg/kg dry	13	EPA 300.0	2/3/22	2/5/22	
Total Solids	79.4	%	0.1	SM 2540G	2/1/22	2/1/22	
Chloride, Soluble (IC)	ND	mg/kg dry	13	EPA 300.0	2/3/22	2/5/22	
Resistivity	ND	ohm m	10.0	SSSA 10-3.3	2/7/22	2/7/22	

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PO#: 61215166  
Receipt: 1/31/22 16:08 @ 18.4 °C  
Date Reported: 2/7/2022  
Project Name: Parametrix-Forest Street Final Design - 61215166

Sample ID: B-S-3 @ 53.5-55.0'

Matrix: Solid

Lab ID: 22A1716-04

Date Sampled: 1/31/22 0:00

Sampled By: Client

	<u>Result</u>	<u>Units</u>	<u>Minimum Reporting Limit</u>	<u>Method</u>	<u>Preparation Date/Time</u>	<u>Analysis Date/Time</u>	<u>Flag(s)</u>
<b>Inorganic</b>							
pH	8.9	pH Units	0.1	EPA 9045D	1/31/22	1/31/22	
Sulfate, Soluble (IC)	68	mg/kg dry	14	EPA 300.0	2/3/22	2/5/22	
Total Solids	72.5	%	0.1	SM 2540G	2/1/22	2/1/22	
Chloride, Soluble (IC)	ND	mg/kg dry	14	EPA 300.0	2/3/22	2/5/22	
Resistivity	12.3	ohm m	10.0	SSSA 10-3.3	2/7/22	2/7/22	

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PO#: 61215166  
Receipt: 1/31/22 16:08 @ 18.4 °C  
Date Reported: 2/7/2022  
Project Name: Parametrix-Forest Street Final Design - 61215166

Sample ID: B-S-4 @ 15.0-16.5'

Matrix: Solid

Lab ID: 22A1716-05

Date Sampled: 1/31/22 0:00

Sampled By: Client

	<u>Result</u>	<u>Units</u>	<u>Minimum Reporting Limit</u>	<u>Method</u>	<u>Preparation Date/Time</u>	<u>Analysis Date/Time</u>	<u>Flag(s)</u>
<b>Inorganic</b>							
pH	9.2	pH Units	0.1	EPA 9045D	1/31/22	1/31/22	
Sulfate, Soluble (IC)	19	mg/kg dry	12	EPA 300.0	2/3/22	2/5/22	
Total Solids	86.8	%	0.1	SM 2540G	2/1/22	2/1/22	
Chloride, Soluble (IC)	302	mg/kg dry	12	EPA 300.0	2/3/22	2/5/22	
Resistivity	ND	ohm m	10.0	SSSA 10.3.3	2/7/22	2/7/22	

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9632 South 500 West  
Sandy, UT 84070  
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## Certificate of Analysis

Terracon IHI  
Kenan Beninati  
6949 South High Tech Drive  
Midvale, UT 84047

PO#: 61215166  
Receipt: 1/31/22 16:08 @ 18.4 °C  
Date Reported: 2/7/2022  
Project Name: Parametrix-Forest Street Final Design - 61215166

Sample ID: B-S-4 @ 83.5-85.0'

Matrix: Solid

Lab ID: 22A1716-06

Date Sampled: 1/31/22 0:00

Sampled By: Client

	<u>Result</u>	<u>Units</u>	<u>Minimum Reporting Limit</u>	<u>Method</u>	<u>Preparation Date/Time</u>	<u>Analysis Date/Time</u>	<u>Flag(s)</u>
<b>Inorganic</b>							
pH	8.8	pH Units	0.1	EPA 9045D	1/31/22	1/31/22	
Sulfate, Soluble (IC)	18	mg/kg dry	13	EPA 300.0	2/3/22	2/5/22	
Total Solids	74.4	%	0.1	SM 2540G	2/1/22	2/1/22	
Chloride, Soluble (IC)	ND	mg/kg dry	13	EPA 300.0	2/3/22	2/5/22	
Resistivity	ND	ohm m	10.0	SSSA 10-3.3	2/7/22	2/7/22	

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## Certificate of Analysis

Terracon IHI  
Kenan Beninati  
6949 South High Tech Drive  
Midvale, UT 84047

PO#: 61215166  
Receipt: 1/31/22 16:08 @ 18.4 °C  
Date Reported: 2/7/2022  
Project Name: Parametrix-Forest Street Final Design - 61215166

Sample ID: B-W-2 @ 15.0-16.5'

Matrix: Solid

Lab ID: 22A1716-07

Date Sampled: 1/31/22 0:00

Sampled By: Client

	<u>Result</u>	<u>Units</u>	<u>Minimum Reporting Limit</u>	<u>Method</u>	<u>Preparation Date/Time</u>	<u>Analysis Date/Time</u>	<u>Flag(s)</u>
<b>Inorganic</b>							
pH	8.4	pH Units	0.1	EPA 9045D	1/31/22	1/31/22	
Sulfate, Soluble (IC)	ND	mg/kg dry	12	EPA 300.0	2/3/22	2/5/22	
Total Solids	82.1	%	0.1	SM 2540G	2/1/22	2/1/22	
Chloride, Soluble (IC)	23	mg/kg dry	12	EPA 300.0	2/3/22	2/5/22	
Resistivity	18.3	ohm m	10.0	SSSA 10-3.3	2/7/22	2/7/22	

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## Certificate of Analysis

---

Terracon IHI  
Kenan Beninati  
6949 South High Tech Drive  
Midvale, UT 84047

PO#: **61215166**  
Receipt: **1/31/22 16:08 @ 18.4 °C**  
Date Reported: 2/7/2022  
Project Name: **Parametrix-Forest Street Final Design - 61215166**

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## Report Footnotes

### Abbreviations

ND = Not detected at the corresponding Minimum Reporting Limit (MRL).  
1 mg/L = one milligram per liter or 1 mg/kg = one milligram per kilogram = 1 part per million.  
1 ug/L = one microgram per liter or 1 ug/kg = one microgram per kilogram = 1 part per billion.  
1 ng/L = one nanogram per liter or 1 ng/kg = one nanogram per kilogram = 1 part per trillion.

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## SUPPORTING INFORMATION

### Contents:

General Notes  
Unified Soil Classification System  
Drivability Analysis — GRLWEAP (21 pages)  
Lateral Analysis — LPILE (3 pages)  
Global Stability — Slide (8 pages)  
Pavement Design — AASHTOWARE (20 pages)

Note: All attachments are one page unless noted above.

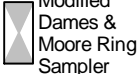

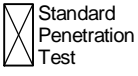




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# GENERAL NOTES

## DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

Brigham City Connection Project ■ Brigham City, UT

Terracon Project No. 61215166

SAMPLING	WATER LEVEL	FIELD TESTS
 Modified Dames & Moore Ring Sampler  Shelby Tube  Standard Penetration Test	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Cave In Encountered	<b>N</b> Standard Penetration Test Resistance (Blows/Ft.) <b>(HP)</b> Hand Penetrometer <b>(T)</b> Torvane <b>(DCP)</b> Dynamic Cone Penetrometer <b>UC</b> Unconfined Compressive Strength <b>(PID)</b> Photo-Ionization Detector <b>(OVA)</b> Organic Vapor Analyzer
	Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	

### DESCRIPTIVE SOIL CLASSIFICATION

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

### LOCATION AND ELEVATION NOTES

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

### STRENGTH TERMS

RELATIVE DENSITY OF COARSE-GRAINED SOILS		CONSISTENCY OF FINE-GRAINED SOILS		
(More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		(50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (tsf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

### RELEVANCE OF SOIL BORING LOG

The soil boring logs contained within this document are intended for application to the project as described in this document. Use of these soil boring logs for any other purpose may not be appropriate.

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification		
				Group Symbol	Group Name <sup>B</sup>	
<b>Coarse-Grained Soils:</b> More than 50% retained on No. 200 sieve	<b>Gravels:</b> More than 50% of coarse fraction retained on No. 4 sieve	<b>Clean Gravels:</b> Less than 5% fines <sup>C</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3$ <sup>E</sup>	GW	Well-graded gravel <sup>F</sup>	
			$Cu < 4$ and/or [ $Cc < 1$ or $Cc > 3.0$ ] <sup>E</sup>	GP	Poorly graded gravel <sup>F</sup>	
		<b>Gravels with Fines:</b> More than 12% fines <sup>C</sup>	Fines classify as ML or MH	GM	Silty gravel <sup>F, G, H</sup>	
			Fines classify as CL or CH	GC	Clayey gravel <sup>F, G, H</sup>	
	<b>Sands:</b> 50% or more of coarse fraction passes No. 4 sieve	<b>Clean Sands:</b> Less than 5% fines <sup>D</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3$ <sup>E</sup>	SW	Well-graded sand <sup>I</sup>	
			$Cu < 6$ and/or [ $Cc < 1$ or $Cc > 3.0$ ] <sup>E</sup>	SP	Poorly graded sand <sup>I</sup>	
		<b>Sands with Fines:</b> More than 12% fines <sup>D</sup>	Fines classify as ML or MH	SM	Silty sand <sup>G, H, I</sup>	
			Fines classify as CL or CH	SC	Clayey sand <sup>G, H, I</sup>	
<b>Fine-Grained Soils:</b> 50% or more passes the No. 200 sieve	<b>Silts and Clays:</b> Liquid limit less than 50	<b>Inorganic:</b>	PI > 7 and plots on or above "A" line	CL	Lean clay <sup>K, L, M</sup>	
			PI < 4 or plots below "A" line <sup>J</sup>	ML	Silt <sup>K, L, M</sup>	
		<b>Organic:</b>	Liquid limit - oven dried	< 0.75	OL	Organic clay <sup>K, L, M, N</sup>
			Liquid limit - not dried		OH	Organic silt <sup>K, L, M, O</sup>
	<b>Silts and Clays:</b> Liquid limit 50 or more	<b>Inorganic:</b>	PI plots on or above "A" line	CH	Fat clay <sup>K, L, M</sup>	
			PI plots below "A" line	MH	Elastic Silt <sup>K, L, M</sup>	
		<b>Organic:</b>	Liquid limit - oven dried	< 0.75	OH	Organic clay <sup>K, L, M, P</sup>
			Liquid limit - not dried		OL	Organic silt <sup>K, L, M, Q</sup>
<b>Highly organic soils:</b>	Primarily organic matter, dark in color, and organic odor			PT	Peat	

<sup>A</sup> Based on the material passing the 3-inch (75-mm) sieve.

<sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>C</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

<sup>D</sup> Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>F</sup> If soil contains > 25% sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CH, ML, use dual symbol GC-GM, or SC-SM.

If fines are organic, add "with organic fines" to group name.

If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

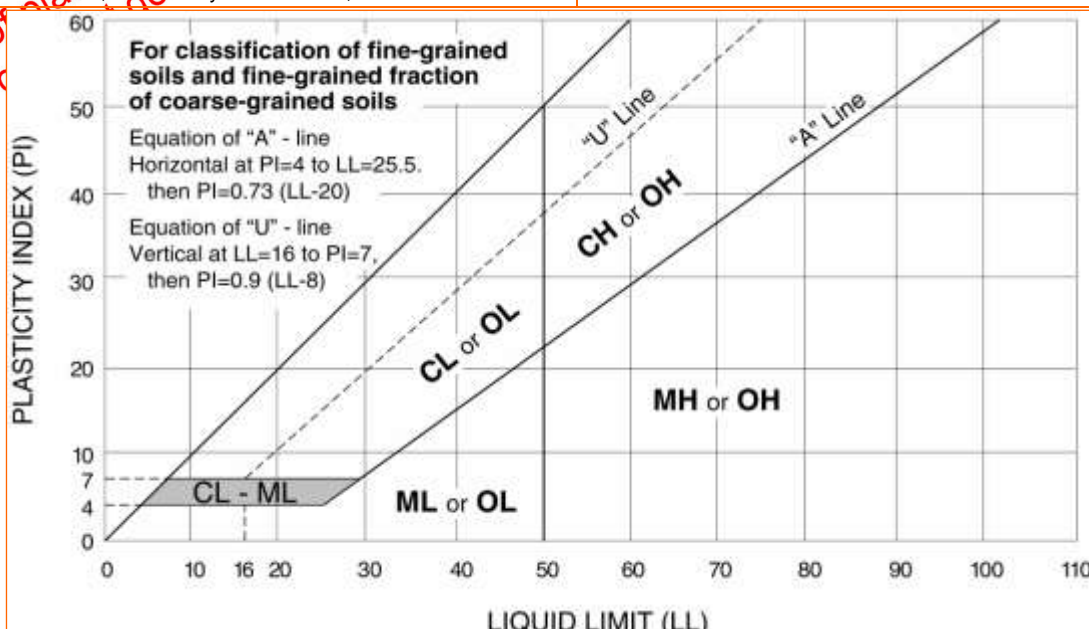
If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>N</sup> PI  $\geq 4$  and plots on or above "A" line.

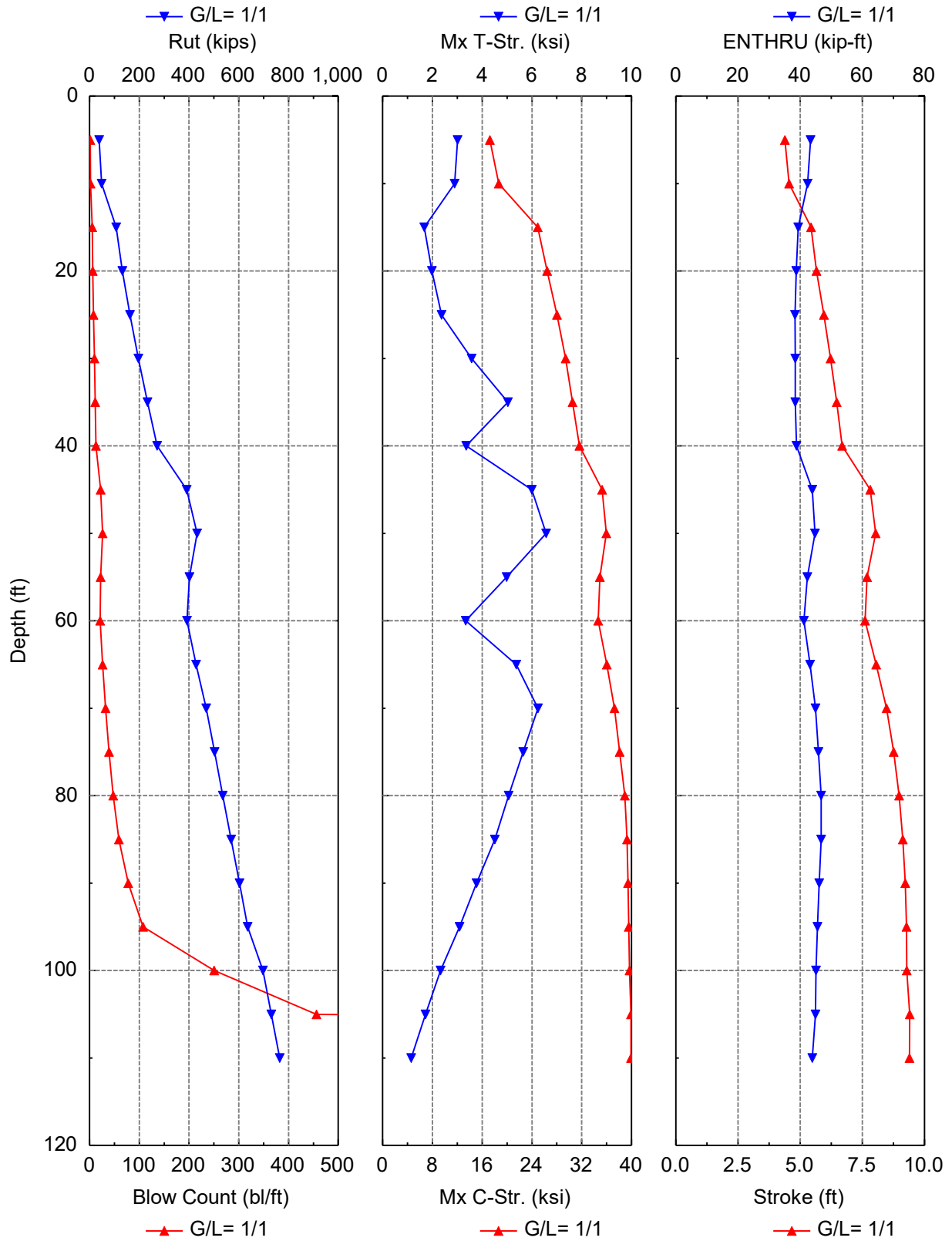
<sup>O</sup> PI < 4 or plots below "A" line.

<sup>P</sup> PI plots on or above "A" line.

<sup>Q</sup> PI plots below "A" line.



Driveability Analysis Summary





Gain/Loss Factor at Shaft/Toe = 1.000/1.000

Depth ft	Rut kips	Rshaft kips	Rtoe kips	Blow Ct bl/ft	Mx C-Str ksi	Mx T-Str. ksi	Stroke ft	ENTHRU kip-ft	Hammer -
5.0	38.2	3.3	34.9	1.7	17.244	3.010	4.39	43.3	I-30obs
10.0	48.3	13.4	34.9	2.1	18.678	2.892	4.55	42.4	I-30obs
15.0	107.3	30.5	76.8	5.4	24.933	1.672	5.44	39.3	I-30obs
20.0	132.0	55.2	76.8	6.5	26.430	1.976	5.65	38.7	I-30obs
25.0	162.8	86.0	76.8	8.1	28.040	2.365	5.95	38.3	I-30obs
30.0	196.5	119.7	76.8	9.8	29.413	3.573	6.22	38.4	I-30obs
35.0	232.9	156.1	76.8	11.6	30.516	5.031	6.46	38.4	I-30obs
40.0	272.1	195.3	76.8	13.1	31.648	3.358	6.69	38.8	I-30obs
45.0	390.4	236.8	153.6	22.1	35.292	5.990	7.82	43.9	I-30obs
50.0	432.1	278.6	153.6	26.4	35.967	6.566	8.03	44.7	I-30obs
55.0	401.2	324.4	76.8	22.2	34.908	4.983	7.69	42.3	I-30obs
60.0	391.3	370.3	20.9	21.4	34.658	3.340	7.61	41.2	I-30obs
65.0	428.8	407.9	20.9	26.2	36.033	5.366	8.05	43.1	I-30obs
70.0	469.2	441.3	27.9	32.1	37.278	6.246	8.47	44.9	I-30obs
75.0	502.6	474.7	27.9	39.0	38.082	5.649	8.75	45.9	I-30obs
80.0	536.0	508.0	27.9	47.4	38.922	5.058	8.97	46.7	I-30obs
85.0	569.3	541.4	27.9	59.0	39.290	4.506	9.13	46.7	I-30obs
90.0	602.7	574.8	27.9	78.1	39.445	3.769	9.23	46.1	I-30obs
95.0	636.1	608.2	27.9	107.6	39.585	3.089	9.27	45.6	I-30obs
100.0	697.4	641.6	55.9	250.3	39.674	2.327	9.28	45.0	I-30obs
105.0	730.8	674.9	55.9	456.3	39.938	1.722	9.40	44.9	I-30obs
110.0	764.2	708.3	55.9	9999.0	39.917	1.143	9.39	43.9	I-30obs

Summary\_Refusal occurred; no driving time output possible.

---

GRLWEAP: Wave Equation Analysis of Pile Foundations

Abutment 2 (East) - 16" PP, 0.5" W, I-30

4/4/2023

TSVC

GRLWEAP 14.1.13.1

### ABOUT THE WAVE EQUATION ANALYSIS RESULTS

The GRLWEAP program simulates the behavior of a preformed pile driven by either an impact hammer or a vibratory hammer. The program is based on mathematical models, which describe motion and forces of hammer, driving system, pile and soil under the hammer action. Under certain conditions, the models only crudely approximate, often complex, dynamic situations.

A wave equation analysis generally relies on input data, which represents normal situations. In particular, the hammer data file supplied with the program assumes that the hammer is in good working order. All of the input data selected by the user may be the best available information at the time when the analysis is performed. However, input data and therefore results may significantly differ from actual field conditions.

Therefore, the program authors recommend prudent use of the GRLWEAP results. Soil response and hammer performance should be verified by static and/or dynamic testing and measurements. Estimates of bending or other local stresses (e.g., helmet or clamp contact, uneven rock surfaces etc.), prestress effects and others must also be accounted for by the user.

The calculated capacity-blow count relationship, i.e. the bearing graph, should be used in conjunction with observed blow counts for the capacity assessment of a driven pile. Soil setup occurring after pile installation may produce bearing capacity values that differ substantially from those expected from a wave equation analysis due to soil setup or relaxation. This is particularly true for pile driven with vibratory hammers. The GRLWEAP user must estimate such effects and should also use proper care when applying blow counts from restrike because of the variability of hammer energy, soil resistance and blow count during early restriking.

Finally, the GRLWEAP capacities are ultimate values. They **MUST** be reduced by means of an appropriate factor of safety to yield a design or working load. The selection of a factor of safety should consider the quality of the construction control, the variability of the site conditions, uncertainties in the loads, the importance of structure and other factors.

## PILE INPUT

Uniform Pile		Pile Type:	Pipe
Pile Length: (ft)	110.000	Pile Penetration: (ft)	110.000
Pile Size: (ft)	1.33	Toe Area: (in <sup>2</sup> )	201.06

## Pile Profile

Lb Top ft	X-Area in <sup>2</sup>	E-Modulus ksi	Spec. Wt lb/ft <sup>3</sup>	Perim. ft	Crit. Index -
0.0	24.3	30,000.0	492.0	4.2	0
110.0	24.3	30,000.0	492.0	4.2	0

## HAMMER INPUT

ID	362	Made By:	ICE
Model	I-30obs	Type:	OED

## Hammer Data

ID	Ram Wt kips	Ram L. in	Ram Ar. in <sup>2</sup>	Rtd. Stk ft	Effic. -	Rtd. Energy kip-ft
362	6.616	123.2	214.1	10.8	0.80	71.5

## DRIVE SYSTEM FOR ICE I-30OBS-OED

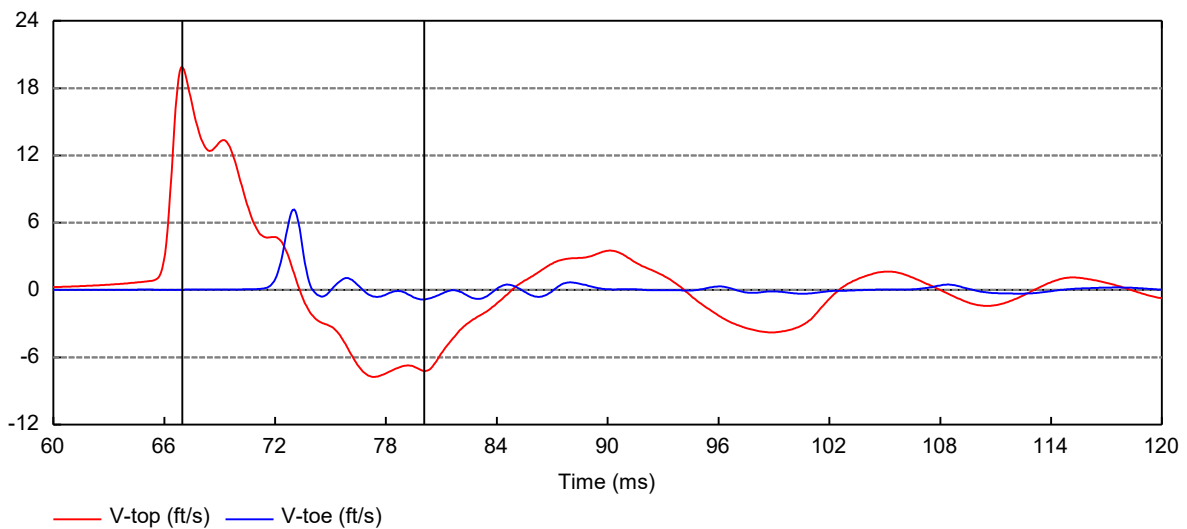
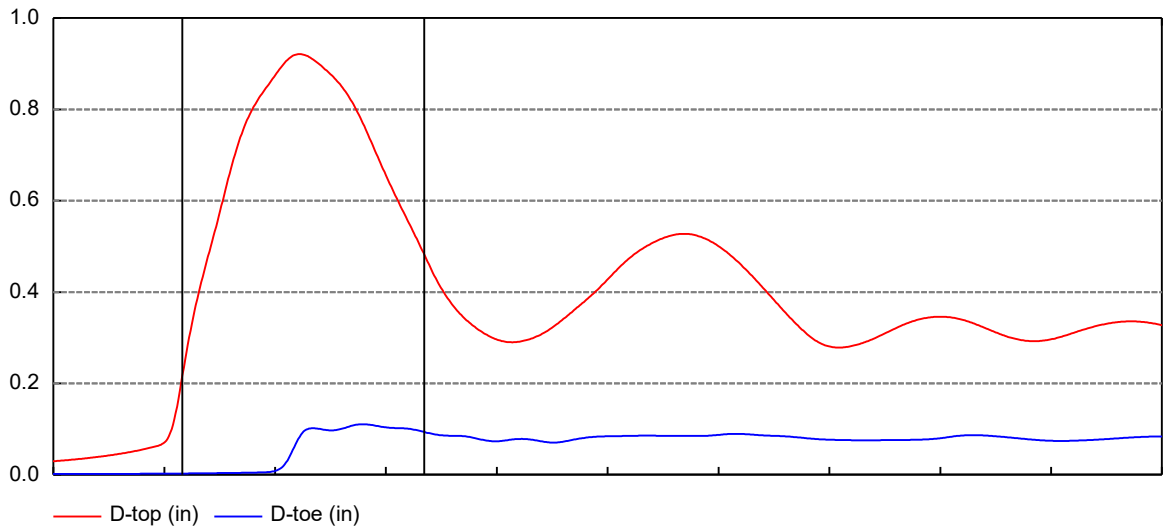
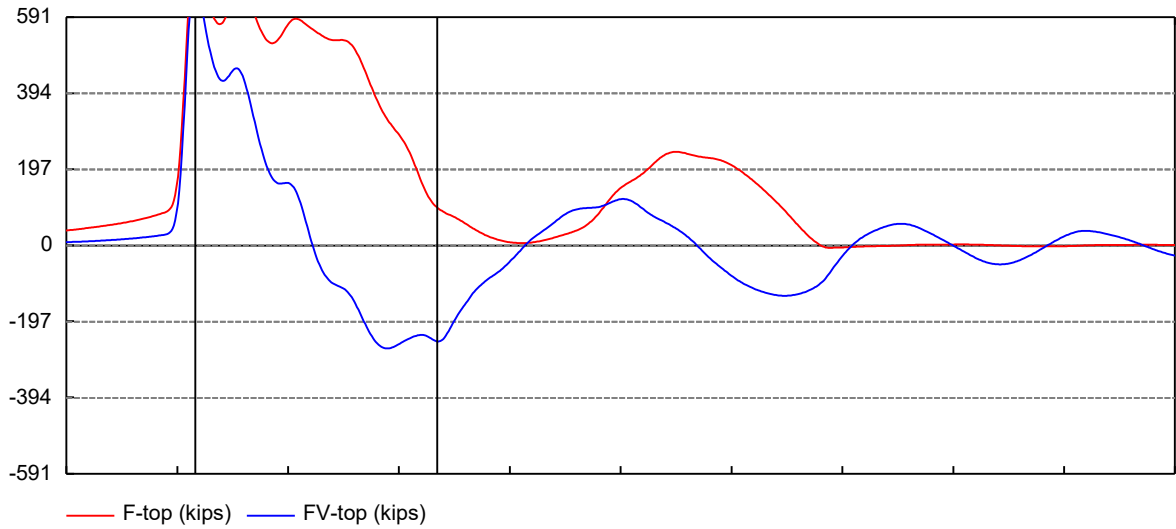
Type	X-Area in <sup>2</sup>	E-Modulus ksi	Thickness in	COR	Round-out in	Stiffness kips/in
Hammer C.	397.610	175.000	4.000	0.920	0.120	17395.598
Helmet Wt.	2.376	kips				

## SOIL RESISTANCE DISTRIBUTION

Depth ft	Unit Rs ksf	Unit Rt ksf	Qs in	Qt in	Js s/ft	Jt s/ft	Set. F. -	Limit D. ft	Set. T. Hours	EB Area in <sup>2</sup>
0.0	0.0	25.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
10.0	0.8	25.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
10.0	0.8	55.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
21.0	1.8	55.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
21.0	1.8	55.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
42.0	2.5	55.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
42.0	2.5	110.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
50.0	2.5	110.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
50.0	2.5	55.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
55.0	3.0	55.0	0.100	0.213	0.200	0.149	1.0	6.6	1.0	201.1
55.0	3.0	15.0	0.100	0.213	0.200	0.149	1.0	6.6	1.0	201.1
65.0	2.0	15.0	0.100	0.213	0.200	0.149	1.0	6.6	1.0	201.1

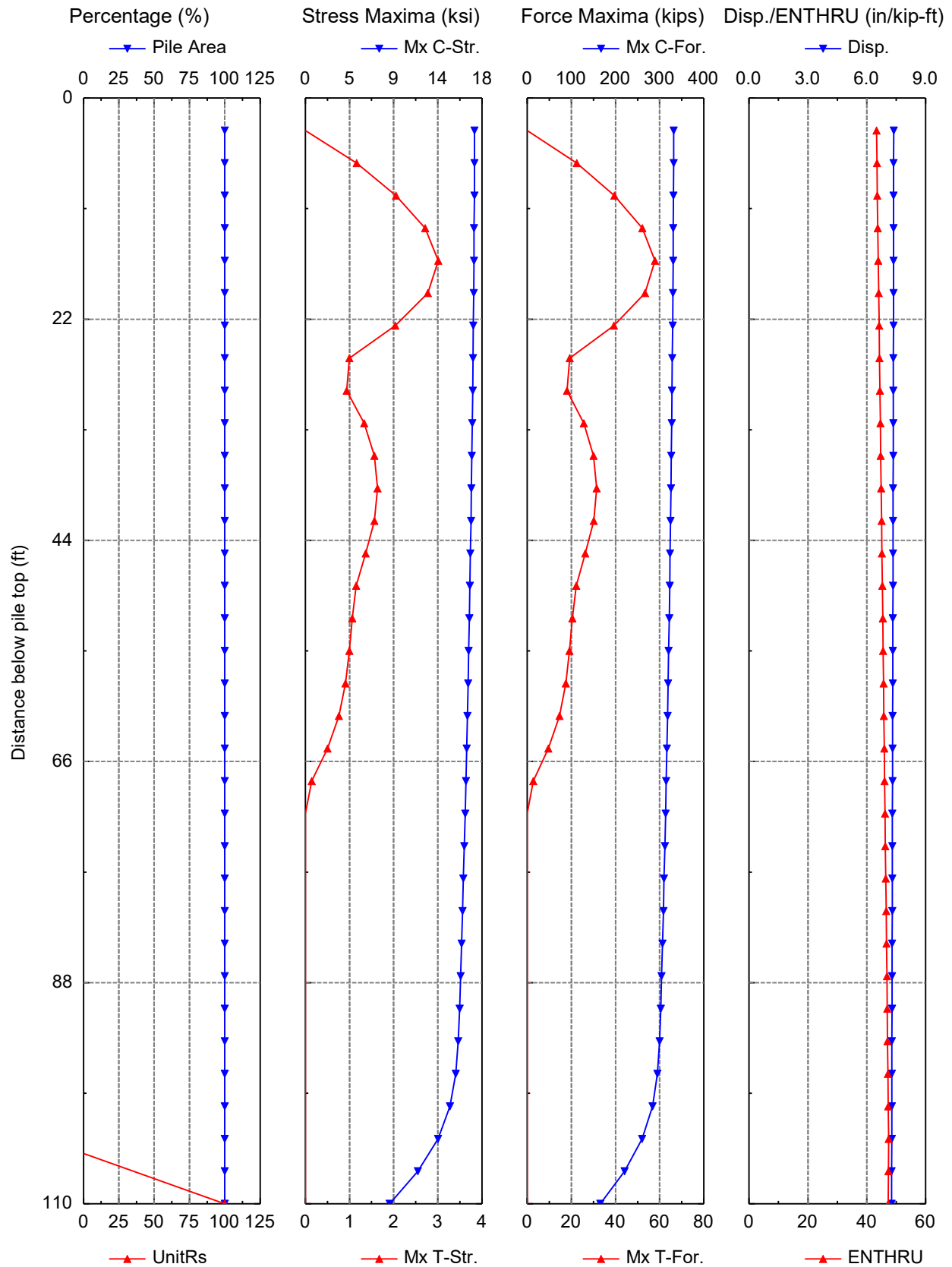
Abutment 2 (East) - 16" PP, 0.5" W, I-30										TSVC
65.0	2.0	20.0	0.100	0.213	0.200	0.149	1.0	6.6	1.0	201.1
97.0	2.0	20.0	0.100	0.213	0.200	0.149	1.0	6.6	1.0	201.1
97.0	2.0	40.0	0.100	0.213	0.200	0.149	1.0	6.6	1.0	201.1
110.0	2.0	40.0	0.100	0.213	0.200	0.149	1.0	6.6	1.0	201.1

Variable Time Histroy with ICE I-30obs; Depth = 110.00ft; Shaft/Toe G/L = 1.000/1.000

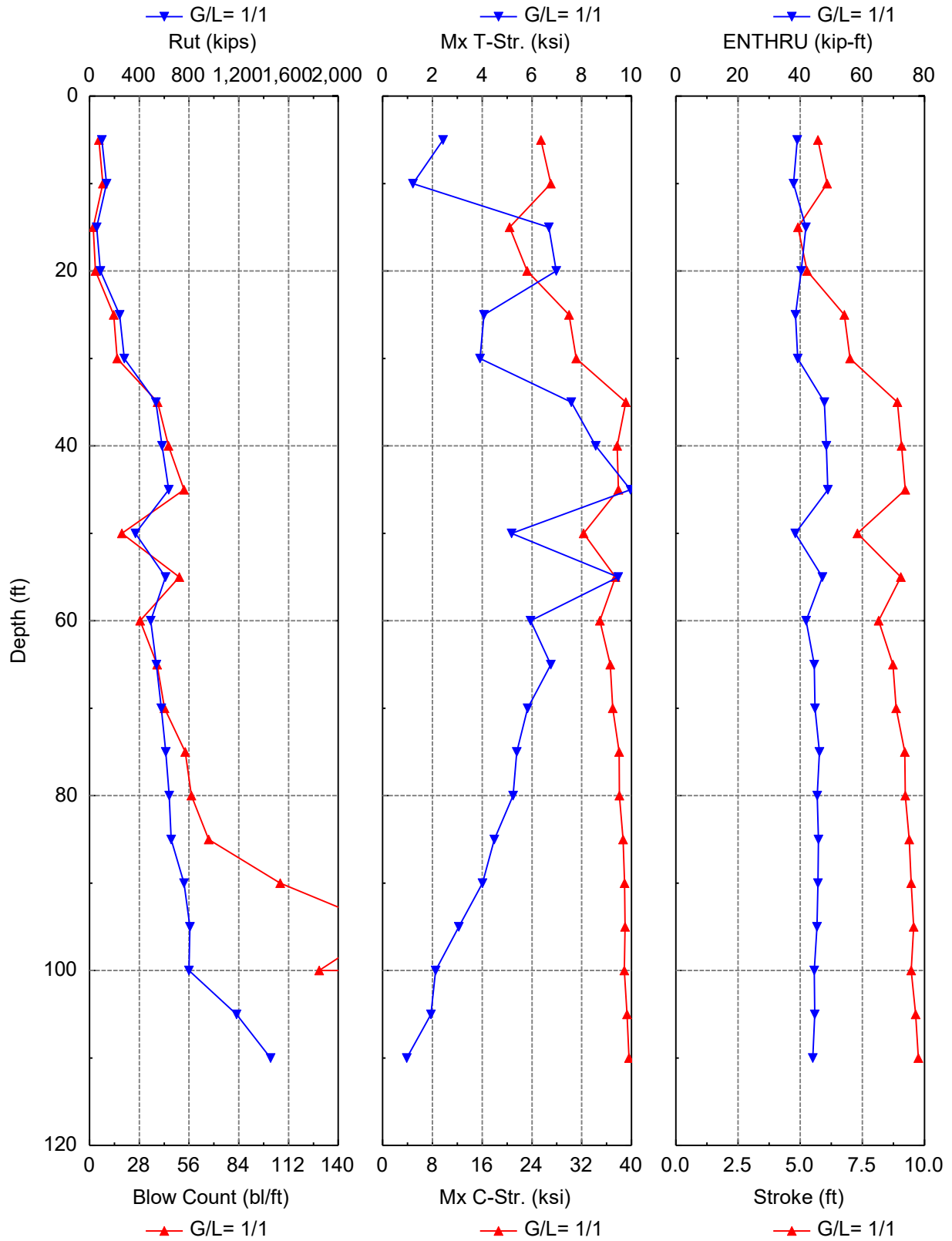




Extrema Results of Gain/Loss at Shaft/Toe = 1.000/1.000 and Depth = 5.00 ft



Driveability Analysis Summary



Gain/Loss Factor at Shaft/Toe = 1.000/1.000

Depth ft	Rut kips	Rshaft kips	Rtoe kips	Blow Ct bl/ft	Mx C-Str ksi	Mx T-Str. ksi	Stroke ft	ENTHRU kip-ft	Hammer -
5.0	98.9	4.1	94.7	5.3	25.454	2.423	5.71	39.0	I-30obs
10.0	136.1	16.5	119.7	7.5	27.035	1.213	6.08	37.9	I-30obs
15.0	58.3	37.4	20.9	2.1	20.412	6.677	4.91	41.8	I-30obs
20.0	87.5	66.6	20.9	3.3	23.229	6.974	5.27	40.3	I-30obs
25.0	241.1	101.5	139.6	13.6	29.976	4.067	6.78	38.5	I-30obs
30.0	280.5	140.9	139.6	15.5	31.103	3.912	7.00	39.2	I-30obs
35.0	533.6	184.5	349.1	38.3	39.099	7.579	8.91	47.8	I-30obs
40.0	582.3	233.2	349.1	44.4	37.718	8.564	9.08	48.4	I-30obs
45.0	635.8	286.7	349.1	53.2	37.886	9.956	9.22	48.8	I-30obs
50.0	369.8	341.8	27.9	18.2	32.307	5.183	7.30	38.4	I-30obs
55.0	611.8	402.3	209.4	50.6	37.422	9.467	9.05	47.1	I-30obs
60.0	491.0	456.1	34.9	28.5	34.943	5.945	8.15	41.9	I-30obs
65.0	537.7	502.8	34.9	38.1	36.571	6.761	8.73	44.5	I-30obs
70.0	578.1	543.2	34.9	42.2	36.983	5.823	8.85	44.7	I-30obs
75.0	612.2	577.3	34.9	53.9	38.029	5.392	9.20	46.2	I-30obs
80.0	640.1	605.2	34.9	57.4	38.060	5.237	9.23	45.5	I-30obs
85.0	656.4	628.4	27.9	67.1	38.635	4.483	9.38	45.8	I-30obs
90.0	760.2	662.5	97.7	107.3	38.872	4.009	9.46	45.7	I-30obs
95.0	808.1	710.4	97.7	166.7	38.969	3.062	9.56	45.4	I-30obs
100.0	798.7	770.7	27.9	129.3	38.862	2.129	9.46	44.5	I-30obs
105.0	1182.6	833.6	349.1	9999.0	39.302	1.936	9.64	44.7	I-30obs
110.0	1454.9	896.4	558.5	9999.0	39.611	0.968	9.75	44.0	I-30obs

Summary\_Refusal occurred; no driving time output possible.

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GRLWEAP: Wave Equation Analysis of Pile Foundations

Abutment 1 (West) - 16" PP, 0.5" W, I-30

4/4/2023

TSVC

GRLWEAP 14.1.13.1

### ABOUT THE WAVE EQUATION ANALYSIS RESULTS

The GRLWEAP program simulates the behavior of a preformed pile driven by either an impact hammer or a vibratory hammer. The program is based on mathematical models, which describe motion and forces of hammer, driving system, pile and soil under the hammer action. Under certain conditions, the models only crudely approximate, often complex, dynamic situations.

A wave equation analysis generally relies on input data, which represents normal situations. In particular, the hammer data file supplied with the program assumes that the hammer is in good working order. All of the input data selected by the user may be the best available information at the time when the analysis is performed. However, input data and therefore results may significantly differ from actual field conditions.

Therefore, the program authors recommend prudent use of the GRLWEAP results. Soil response and hammer performance should be verified by static and/or dynamic testing and measurements. Estimates of bending or other local stresses (e.g., helmet or clamp contact, uneven rock surfaces etc.), prestress effects and others must also be accounted for by the user.

The calculated capacity-blow count relationship, i.e. the bearing graph, should be used in conjunction with observed blow counts for the capacity assessment of a driven pile. Soil setup occurring after pile installation may produce bearing capacity values that differ substantially from those expected from a wave equation analysis due to soil setup or relaxation. This is particularly true for pile driven with vibratory hammers. The GRLWEAP user must estimate such effects and should also use proper care when applying blow counts from restrike because of the variability of hammer energy, soil resistance and blow count during early restriking.

Finally, the GRLWEAP capacities are ultimate values. They **MUST** be reduced by means of an appropriate factor of safety to yield a design or working load. The selection of a factor of safety should consider the quality of the construction control, the variability of the site conditions, uncertainties in the loads, the importance of structure and other factors.

## PILE INPUT

Uniform Pile		Pile Type:	Pipe
Pile Length: (ft)	110.000	Pile Penetration: (ft)	110.000
Pile Size: (ft)	1.33	Toe Area: (in <sup>2</sup> )	201.06

## Pile Profile

Lb Top ft	X-Area in <sup>2</sup>	E-Modulus ksi	Spec. Wt lb/ft <sup>3</sup>	Perim. ft	Crit. Index -
0.0	24.3	30,000.0	492.0	4.2	0
110.0	24.3	30,000.0	492.0	4.2	0

## HAMMER INPUT

ID	362	Made By:	ICE
Model	I-30obs	Type:	OED

## Hammer Data

ID	Ram Wt kips	Ram L. in	Ram Ar. in <sup>2</sup>	Rtd. Stk ft	Effic. -	Rtd. Energy kip-ft
362	6.616	123.2	214.1	10.8	0.80	71.5

## DRIVE SYSTEM FOR ICE I-30OBS-OED

Type	X-Area in <sup>2</sup>	E-Modulus ksi	Thickness in	COR	Round-out in	Stiffness kips/in
Hammer C.	397.610	175.000	4.000	0.920	0.120	17395.598
Helmet Wt.	2.376	kips				

## SOIL RESISTANCE DISTRIBUTION

Depth ft	Unit Rs ksf	Unit Rt ksf	Qs in	Qt in	Js s/ft	Jt s/ft	Set. F. -	Limit D. ft	Set. T. Hours	EB Area in <sup>2</sup>
0.0	0.0	50.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
14.0	1.1	100.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
14.0	1.2	15.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
23.0	1.7	15.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
23.0	1.7	100.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
33.0	2.1	100.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
33.0	2.1	250.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
43.0	2.6	250.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
43.0	2.6	250.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
48.0	2.6	250.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
48.0	2.6	20.0	0.100	0.213	0.200	0.149	1.0	6.6	1.0	201.1
53.0	3.0	20.0	0.100	0.213	0.200	0.149	1.0	6.6	1.0	201.1

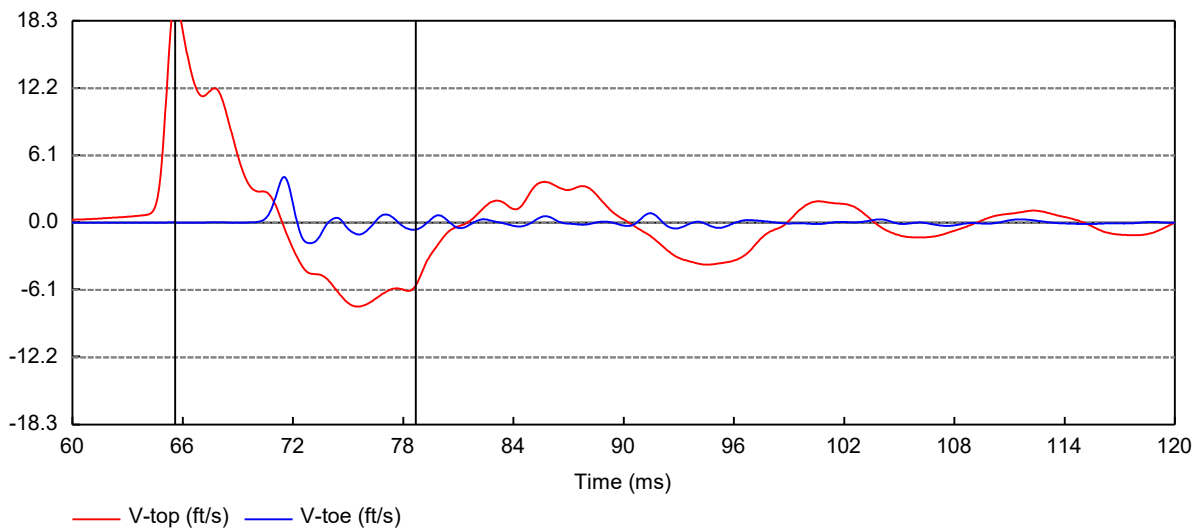
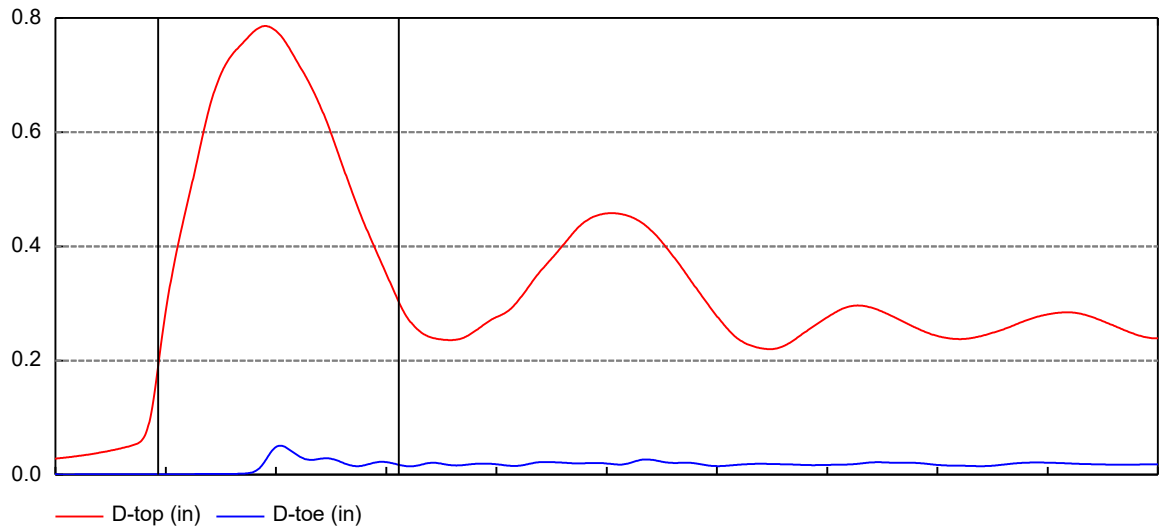
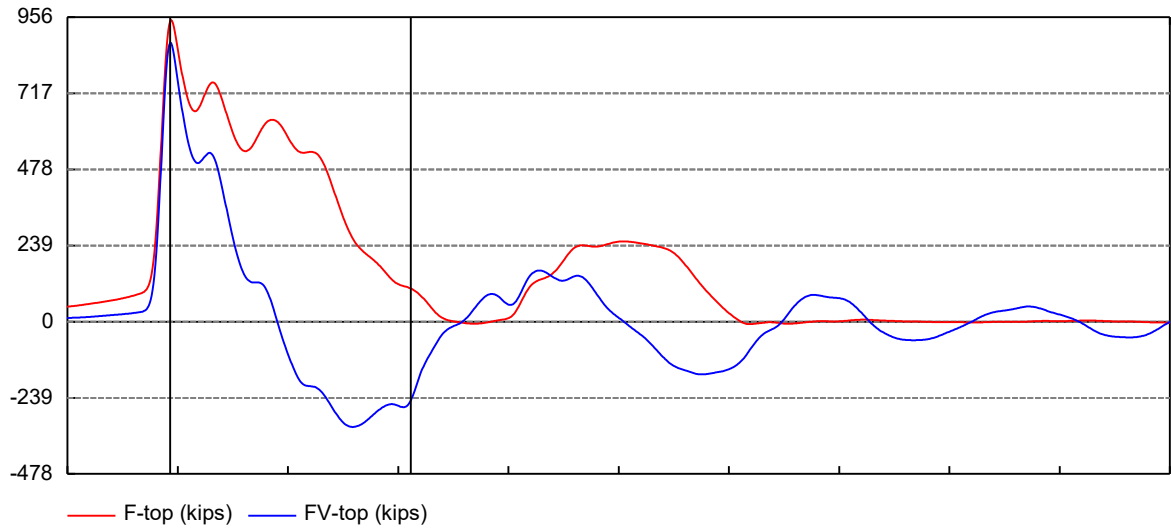


Abutment 1 (West) - 16" PP, 0.5" W, I-30

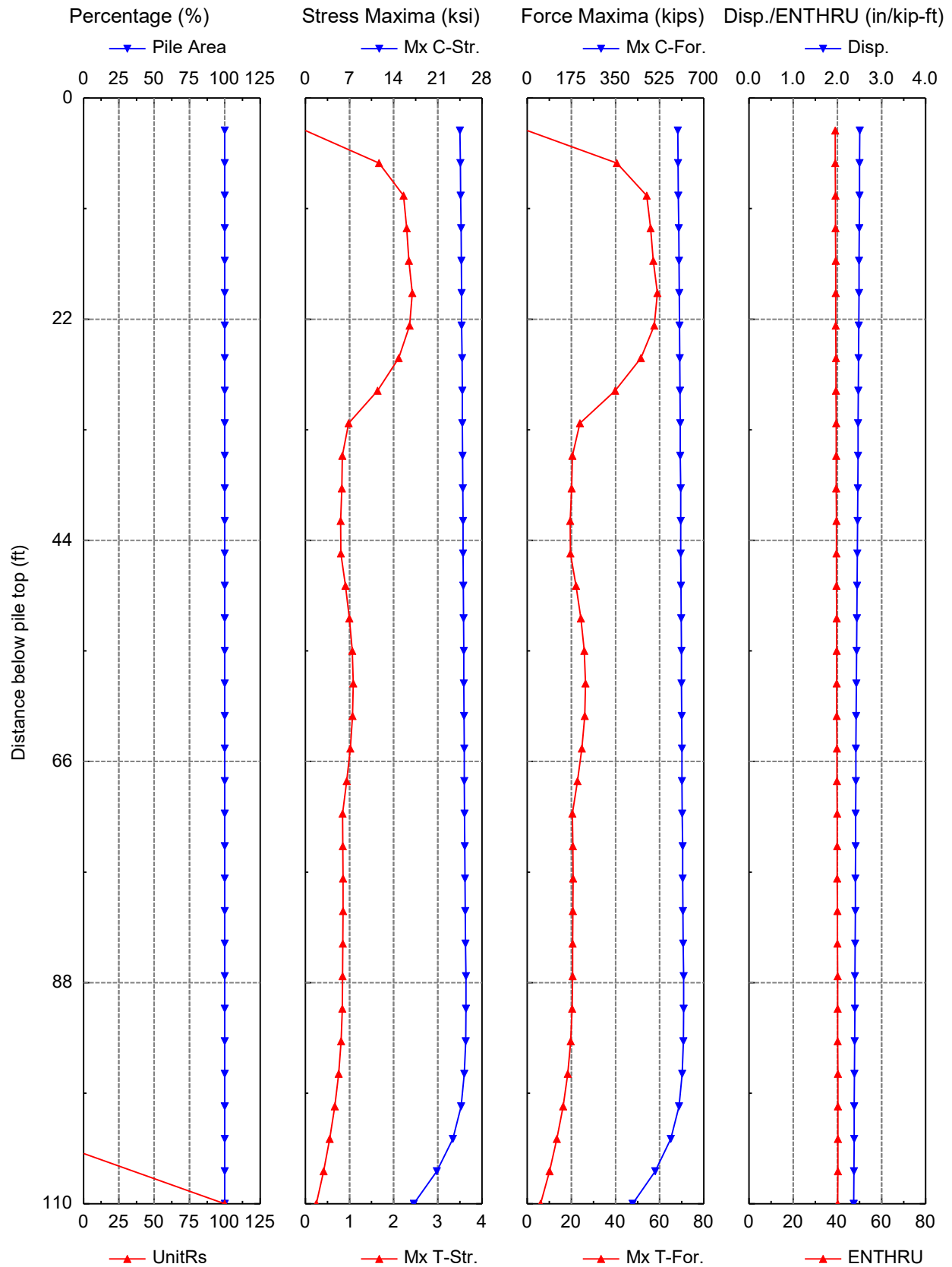
TSVC

53.0	3.0	150.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
58.0	2.5	150.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
58.0	2.5	25.0	0.100	0.213	0.200	0.149	1.0	6.6	1.0	201.1
83.0	1.0	25.0	0.100	0.213	0.200	0.149	1.0	6.6	1.0	201.1
83.0	1.0	20.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
88.0	1.7	20.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
88.0	1.7	70.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
98.0	3.0	70.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
98.0	3.0	20.0	0.100	0.213	0.050	0.149	1.0	6.6	1.0	201.1
103.0	3.0	20.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
103.0	3.0	250.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
108.0	3.0	250.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
108.0	3.0	400.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1
110.0	3.0	400.0	0.100	0.106	0.050	0.149	1.0	6.6	1.0	201.1

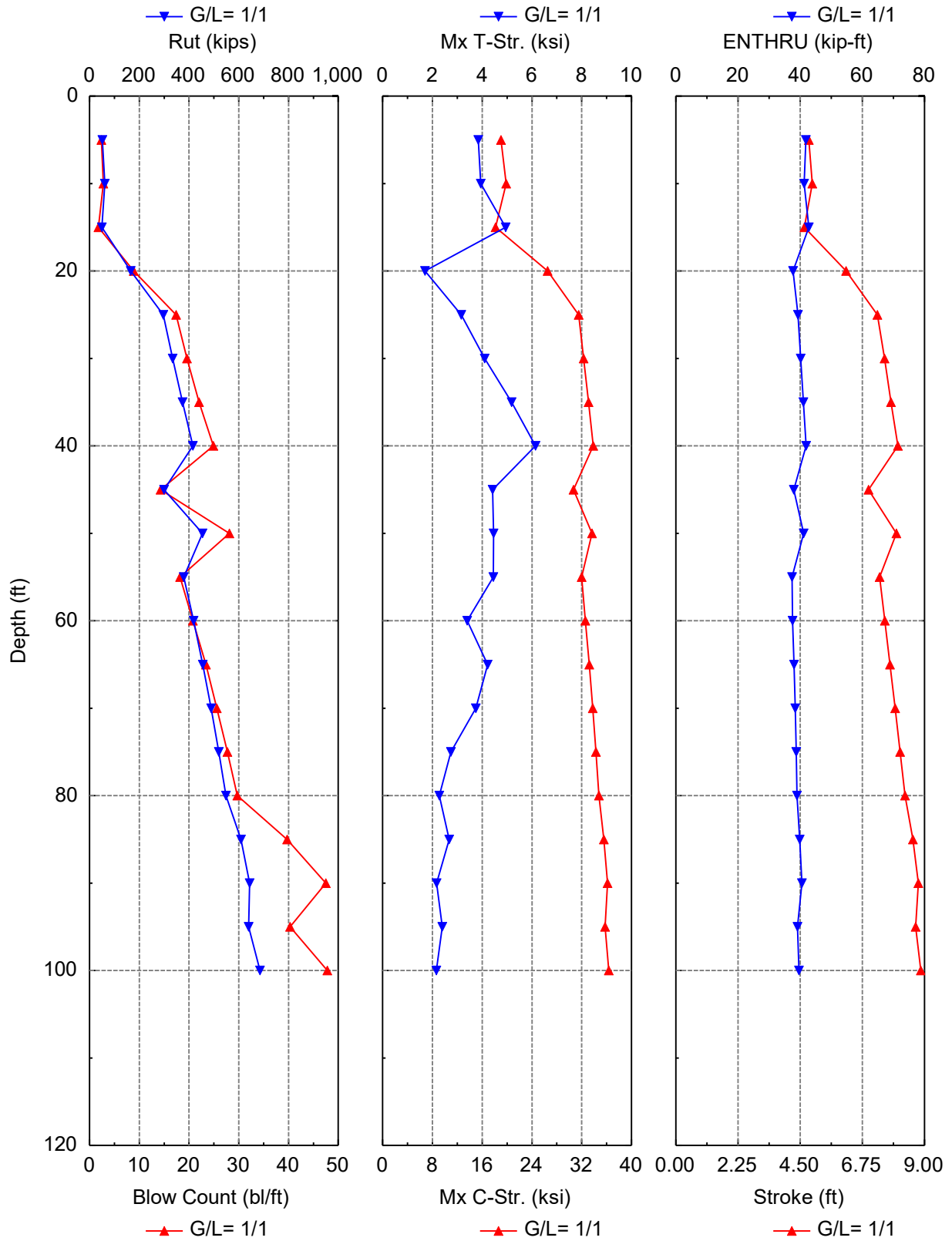
Variable Time Histroy with ICE I-30obs; Depth = 110.00ft; Shaft/Toe G/L = 1.000/1.000



Extrema Results of Gain/Loss at Shaft/Toe = 1.000/1.000 and Depth = 5.00 ft



### Driveability Analysis Summary



## Gain/Loss Factor at Shaft/Toe = 1.000/1.000

Depth ft	Rut kips	Rshaft kips	Rtoe kips	Blow Ct bl/ft	Mx C-Str ksi	Mx T-Str. ksi	Stroke ft	ENTHRU kip-ft	Hammer -
5.0	52.1	3.2	48.9	2.4	19.013	3.847	4.81	41.8	I-30obs
10.0	61.8	12.9	48.9	2.8	19.861	3.942	4.94	41.2	I-30obs
15.0	50.1	29.2	20.9	1.8	18.147	4.943	4.65	42.7	I-30obs
20.0	165.3	53.6	111.7	8.9	26.530	1.701	6.16	37.7	I-30obs
25.0	296.9	87.5	209.4	17.4	31.527	3.160	7.29	39.3	I-30obs
30.0	334.4	125.0	209.4	19.6	32.314	4.104	7.55	40.1	I-30obs
35.0	374.0	164.6	209.4	22.0	33.095	5.177	7.78	41.0	I-30obs
40.0	415.7	206.3	209.4	24.9	33.848	6.140	8.03	41.9	I-30obs
45.0	299.4	250.5	48.9	14.3	30.664	4.420	6.97	37.9	I-30obs
50.0	454.1	300.5	153.6	28.1	33.650	4.455	7.98	41.1	I-30obs
55.0	379.0	344.1	34.9	18.2	31.991	4.452	7.37	37.4	I-30obs
60.0	418.4	383.5	34.9	20.8	32.582	3.396	7.55	37.5	I-30obs
65.0	455.0	420.1	34.9	23.4	33.201	4.218	7.75	38.0	I-30obs
70.0	488.7	453.8	34.9	25.6	33.781	3.742	7.93	38.4	I-30obs
75.0	519.7	484.8	34.9	27.7	34.284	2.746	8.12	38.7	I-30obs
80.0	548.0	513.0	34.9	29.7	34.784	2.276	8.29	38.9	I-30obs
85.0	609.3	539.5	69.8	39.7	35.544	2.672	8.58	39.8	I-30obs
90.0	643.9	574.1	69.8	47.5	36.168	2.164	8.77	40.5	I-30obs
95.0	639.2	618.3	20.9	40.3	35.751	2.397	8.67	39.1	I-30obs
100.0	685.3	664.3	20.9	47.8	36.372	2.154	8.86	39.6	I-30obs

Summary\_ Total driving time: 53 minutes; Total Number of Blows: 2189 (starting at penetration 5.0 ft)



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**GRLWEAP: Wave Equation Analysis of Pile Foundations**

Abutment 1 (West) - 16" PP, 0.5" W, I-30

4/4/2023

TSVC

GRLWEAP 14.1.13.1

**ABOUT THE WAVE EQUATION ANALYSIS RESULTS**

The GRLWEAP program simulates the behavior of a preformed pile driven by either an impact hammer or a vibratory hammer. The program is based on mathematical models, which describe motion and forces of hammer, driving system, pile and soil under the hammer action. Under certain conditions, the models only crudely approximate, often complex, dynamic situations.

A wave equation analysis generally relies on input data, which represents normal situations. In particular, the hammer data file supplied with the program assumes that the hammer is in good working order. All of the input data selected by the user may be the best available information at the time when the analysis is performed. However, input data and therefore results may significantly differ from actual field conditions.

Therefore, the program authors recommend prudent use of the GRLWEAP results. Soil response and hammer performance should be verified by static and/or dynamic testing and measurements. Estimates of bending or other local stresses (e.g., helmet or clamp contact, uneven rock surfaces etc.), prestress effects and others must also be accounted for by the user.

The calculated capacity-blow count relationship, i.e. the bearing graph, should be used in conjunction with observed blow counts for the capacity assessment of a driven pile. Soil setup occurring after pile installation may produce bearing capacity values that differ substantially from those expected from a wave equation analysis due to soil setup or relaxation. This is particularly true for pile driven with vibratory hammers. The GRLWEAP user must estimate such effects and should also use proper care when applying blow counts from restrike because of the variability of hammer energy, soil resistance and blow count during early restriking.

Finally, the GRLWEAP capacities are ultimate values. They **MUST** be reduced by means of an appropriate factor of safety to yield a design or working load. The selection of a factor of safety should consider the quality of the construction control, the variability of the site conditions, uncertainties in the loads, the importance of structure and other factors.

PILE INPUT

Uniform Pile		Pile Type:	Pipe
Pile Length: (ft)	100.000	Pile Penetration: (ft)	100.000
Pile Size: (ft)	1.33	Toe Area: (in <sup>2</sup> )	201.06

Pile Profile

Lb Top ft	X-Area in <sup>2</sup>	E-Modulus ksi	Spec. Wt lb/ft <sup>3</sup>	Perim. ft	Crit. Index -
0.0	24.3	30,000.0	492.0	4.2	0
100.0	24.3	30,000.0	492.0	4.2	0

HAMMER INPUT

ID	362	Made By:	ICE
Model	I-30obs	Type:	OED

Hammer Data

ID	Ram Wt kips	Ram L. in	Ram Ar. in <sup>2</sup>	Rtd. Stk ft	Effic. -	Rtd. Energy kip-ft
362	6.616	123.2	214.1	10.8	0.80	71.5

DRIVE SYSTEM FOR ICE I-30OBS-OED

Type	X-Area in <sup>2</sup>	E-Modulus ksi	Thickness in	COR	Round-out in	Stiffness kips/in
Hammer C.	397.610	175.000	4.000	0.920	0.120	17395.598
Helmet Wt.	2.376	kips				

SOIL RESISTANCE DISTRIBUTION

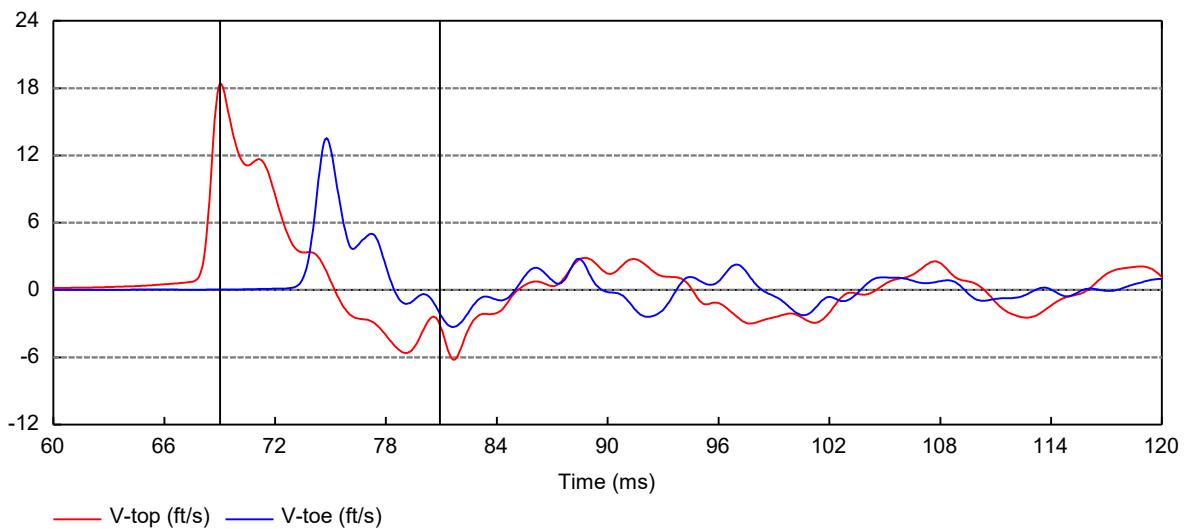
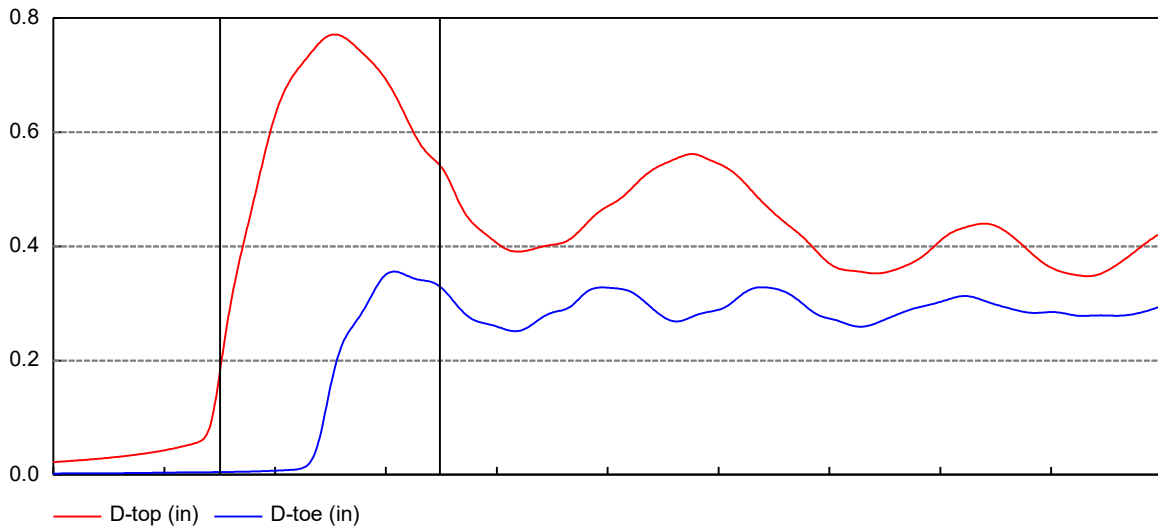
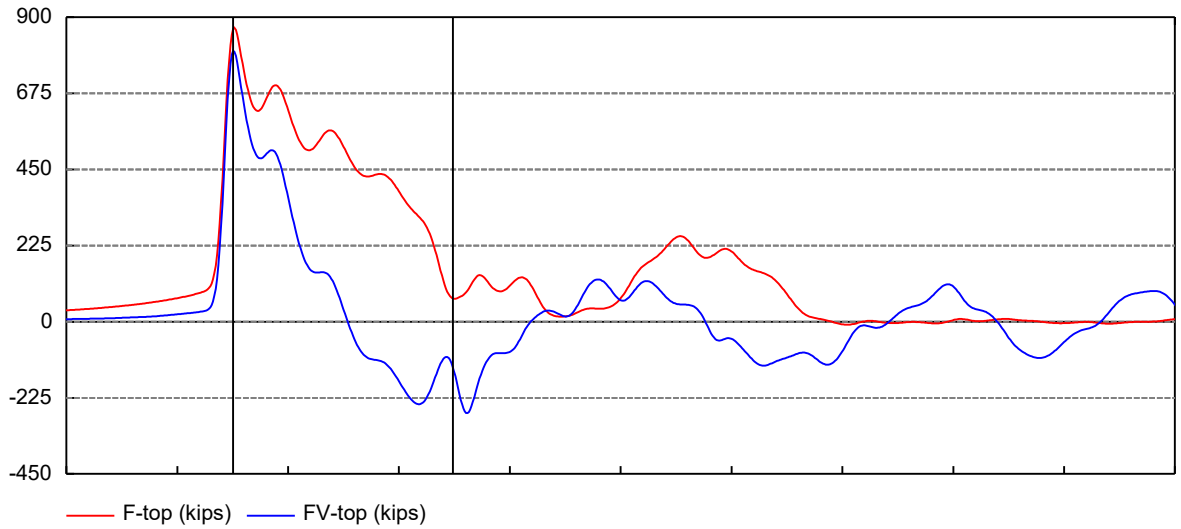
Depth ft	Unit Rs ksf	Unit Rt ksf	Qs in	Qt in	Js s/ft	Jt s/ft	Set. F. -	Limit D. ft	Set. T. Hours	EB Area in <sup>2</sup>
0.0	0.0	35.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1
13.0	0.8	35.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1
13.0	0.8	15.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1
18.0	1.2	15.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1
18.0	1.2	80.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1
23.0	1.7	80.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1
23.0	1.7	150.0	0.100	0.133	0.050	0.149	1.0	6.6	1.0	201.1
43.0	2.1	150.0	0.100	0.133	0.050	0.149	1.0	6.6	1.0	201.1
43.0	2.1	35.0	0.100	0.133	0.050	0.149	1.0	6.6	1.0	201.1
48.0	2.5	35.0	0.100	0.133	0.050	0.149	1.0	6.6	1.0	201.1
48.0	2.5	110.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1
53.0	2.0	110.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1

Bents - 16" PP, 0.5" W, I-30

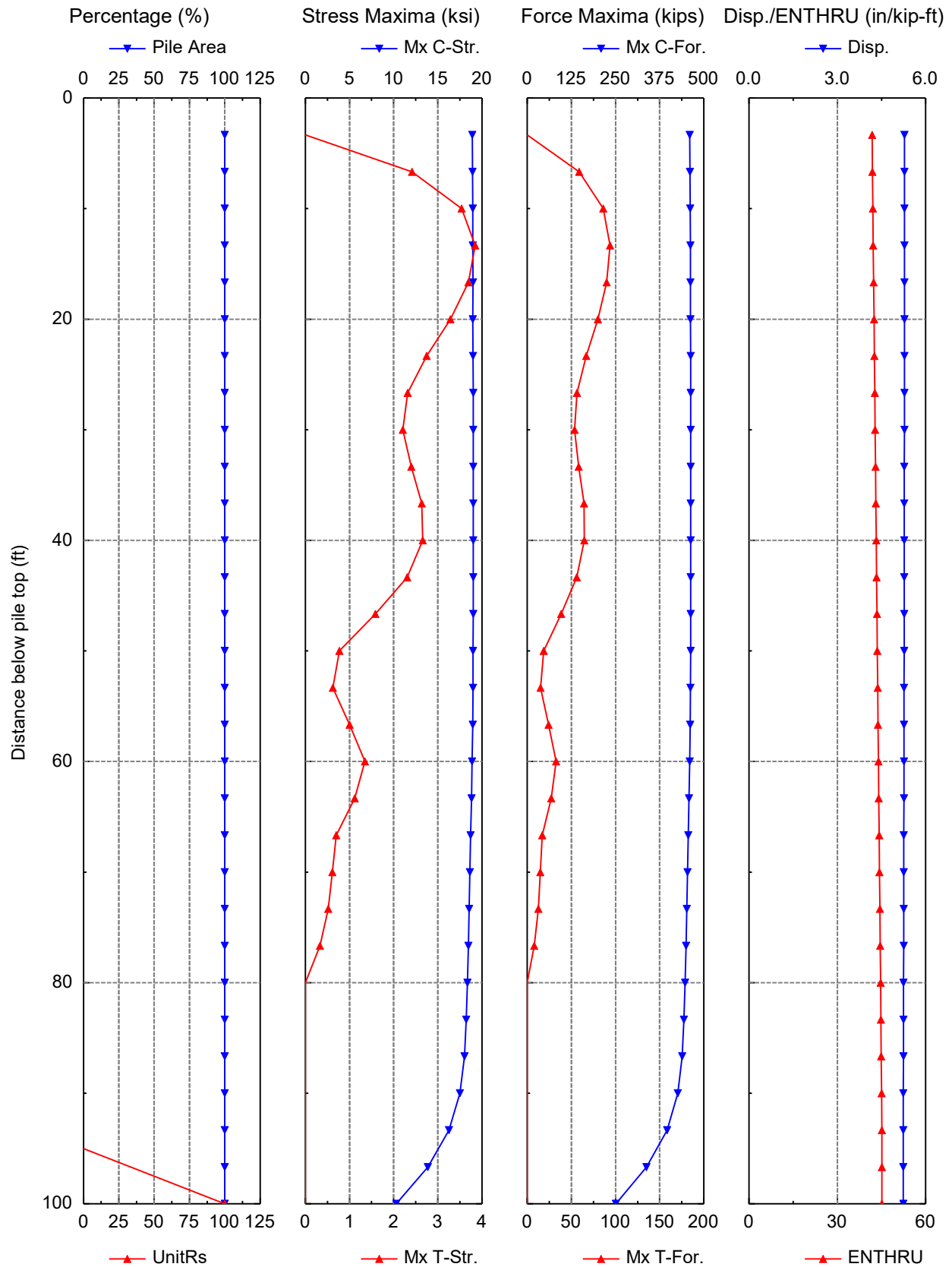
TSVC

53.0	2.0	25.0	0.100	0.133	0.050	0.149	1.0	6.6	1.0	201.1
83.0	1.2	25.0	0.100	0.133	0.050	0.149	1.0	6.6	1.0	201.1
83.0	1.2	50.0	0.100	0.267	0.200	0.149	1.0	6.6	1.0	201.1
88.0	1.7	50.0	0.100	0.267	0.200	0.149	1.0	6.6	1.0	201.1
88.0	1.7	50.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1
93.0	2.2	50.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1
93.0	2.2	15.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1
100.0	2.2	15.0	0.100	0.267	0.050	0.149	1.0	6.6	1.0	201.1

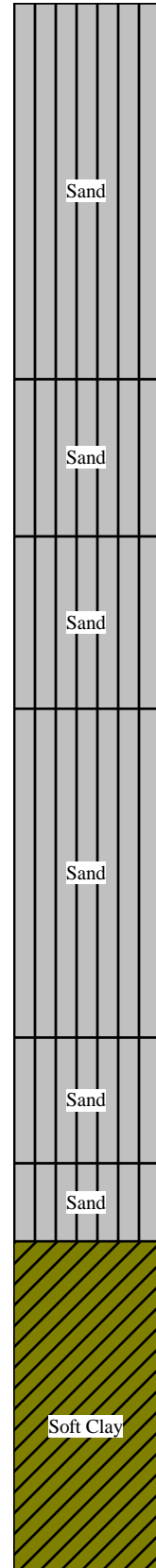
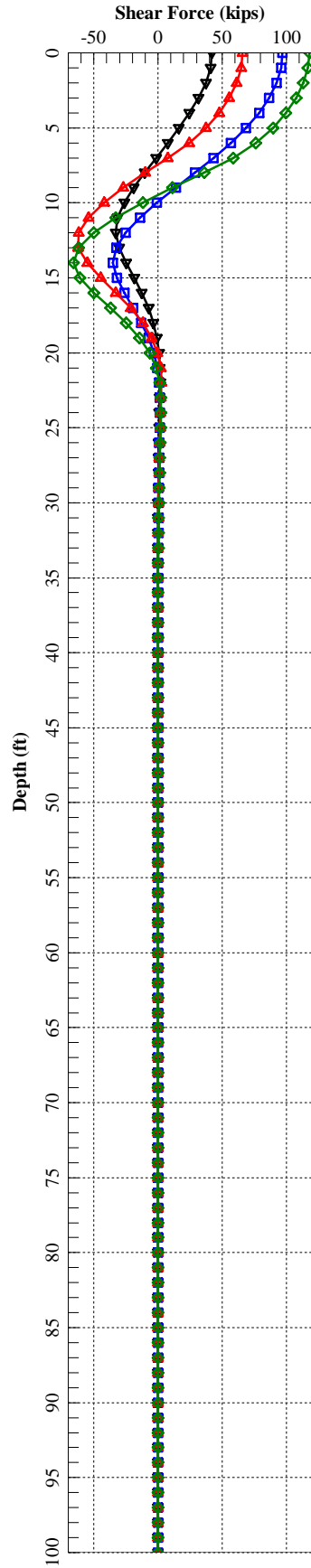
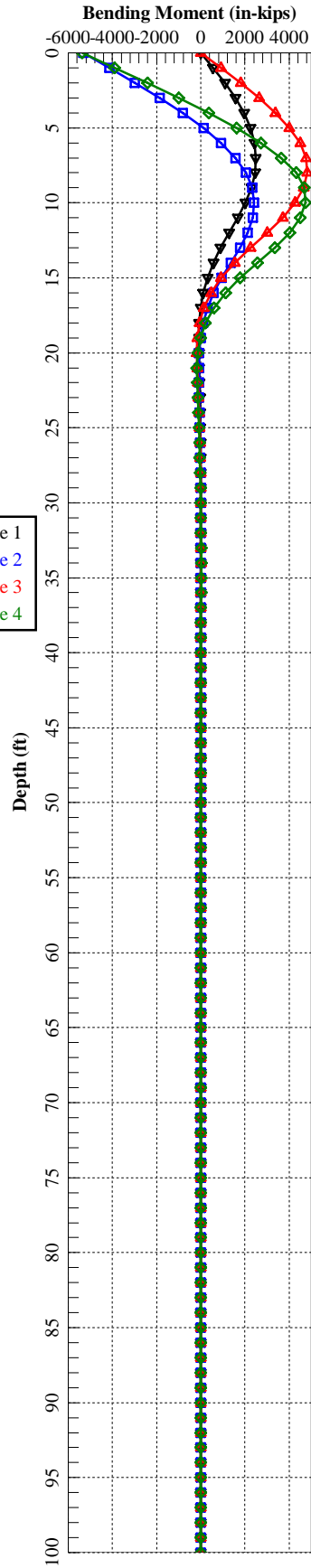
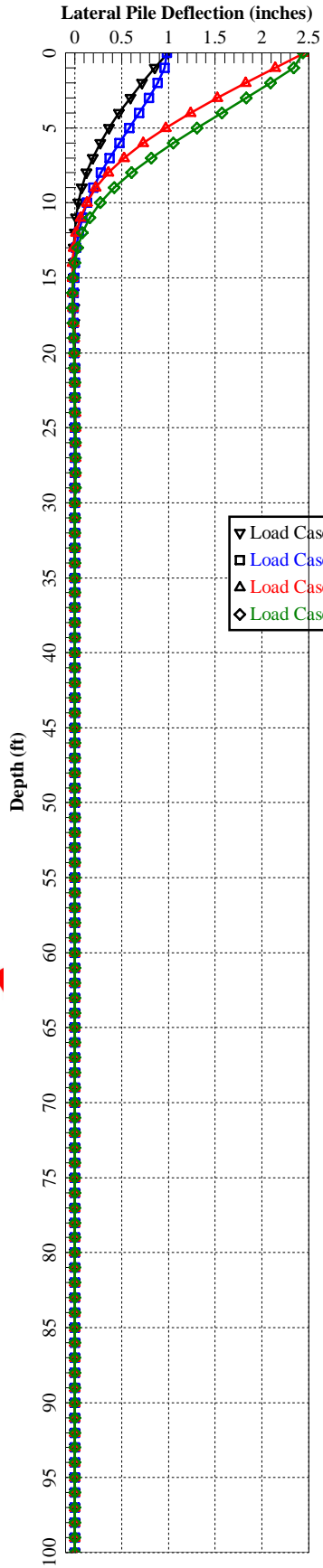
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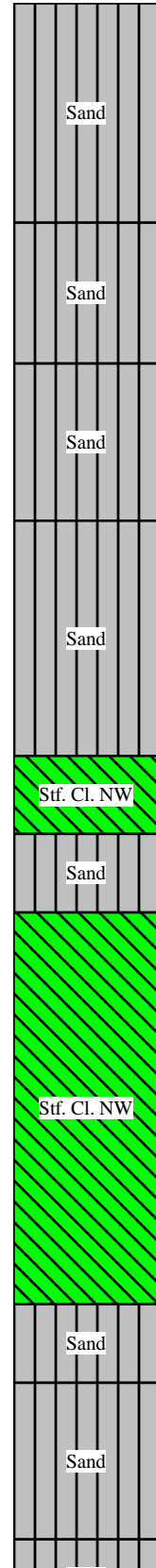
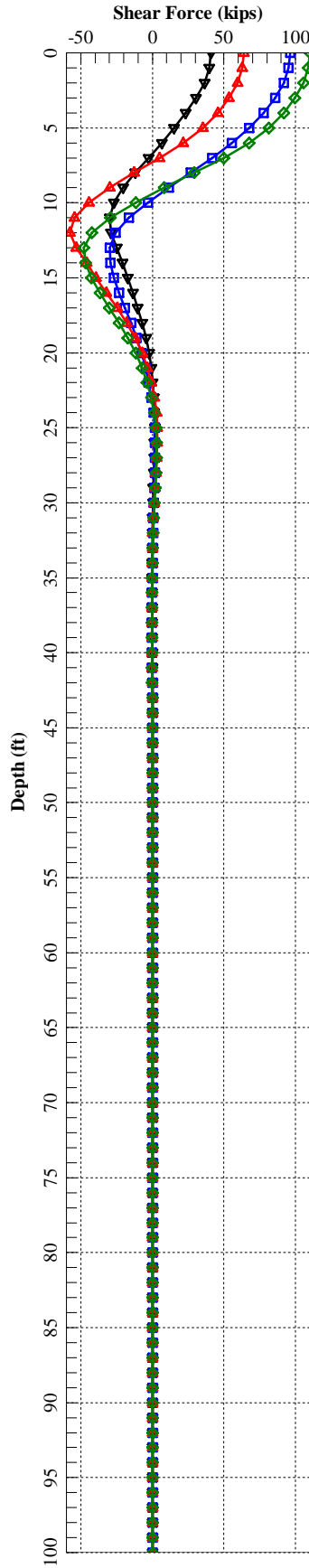
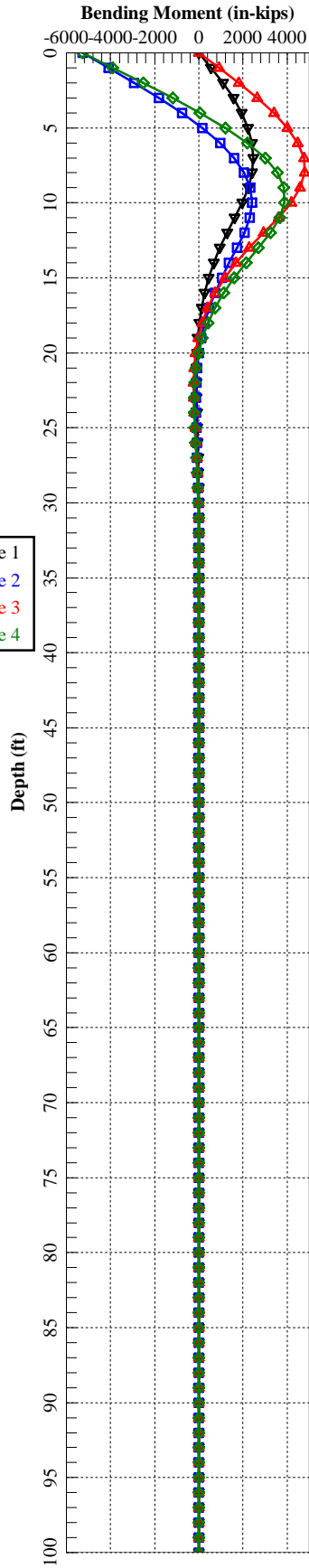
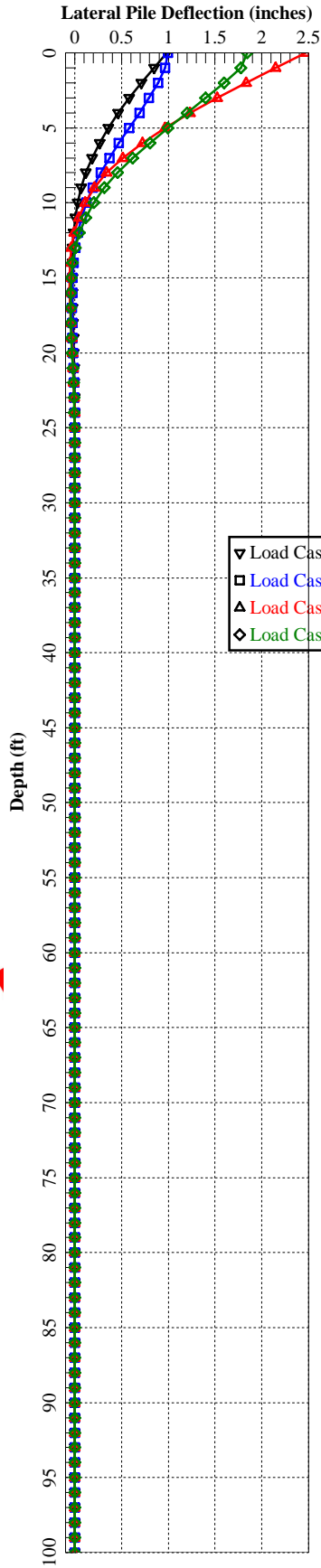


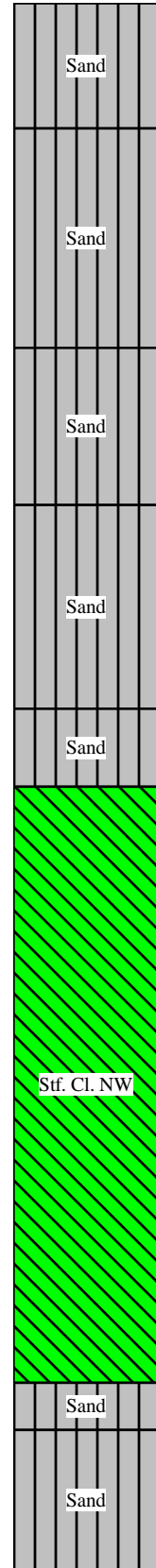
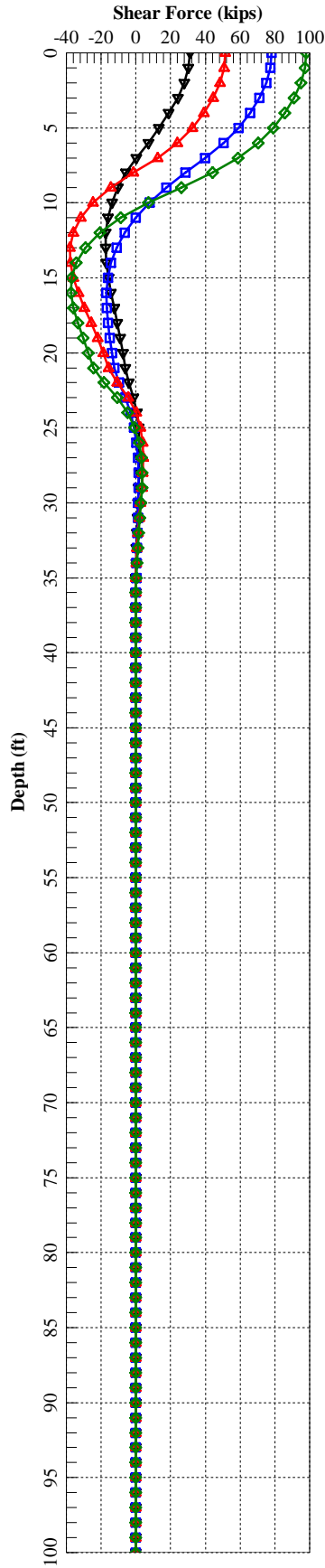
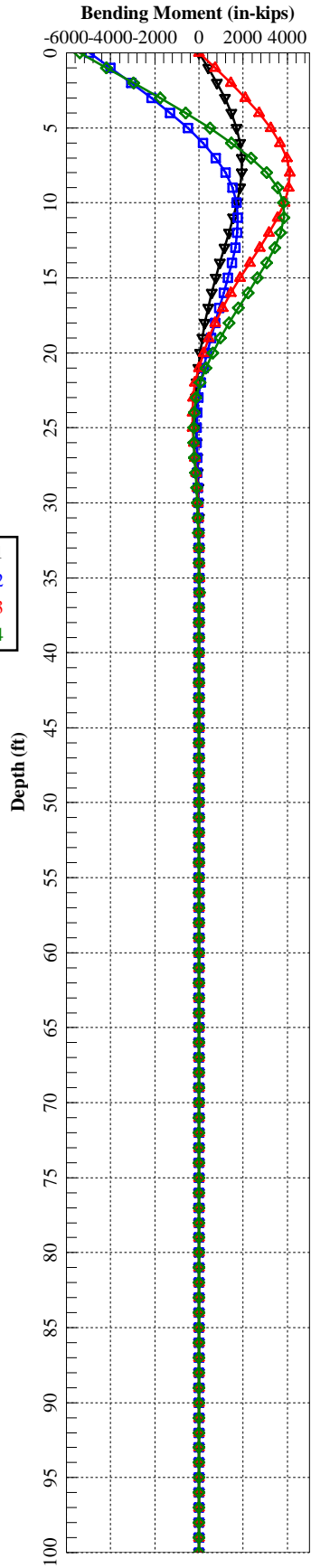
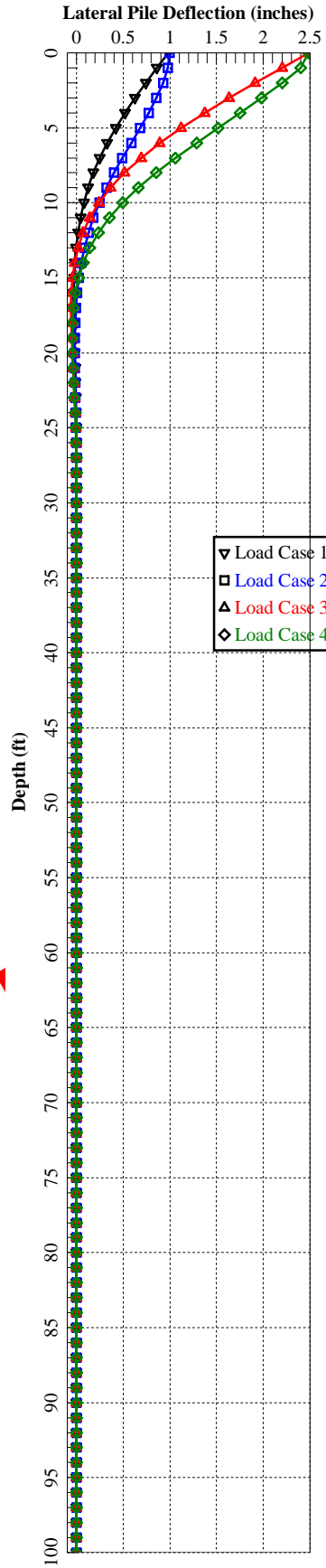
Extrema Results of Gain/Loss at Shaft/Toe = 1.000/1.000 and Depth = 5.00 ft

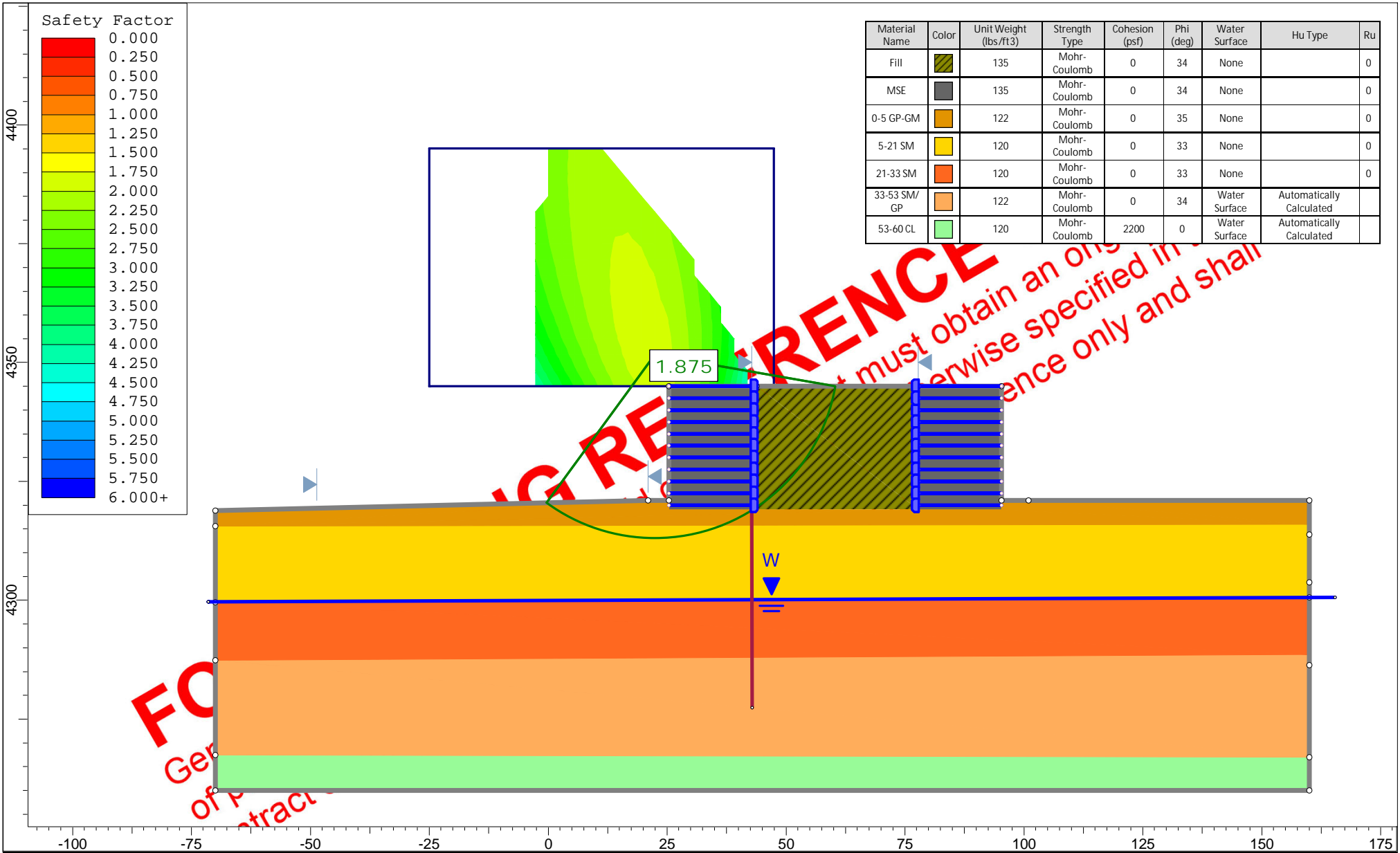








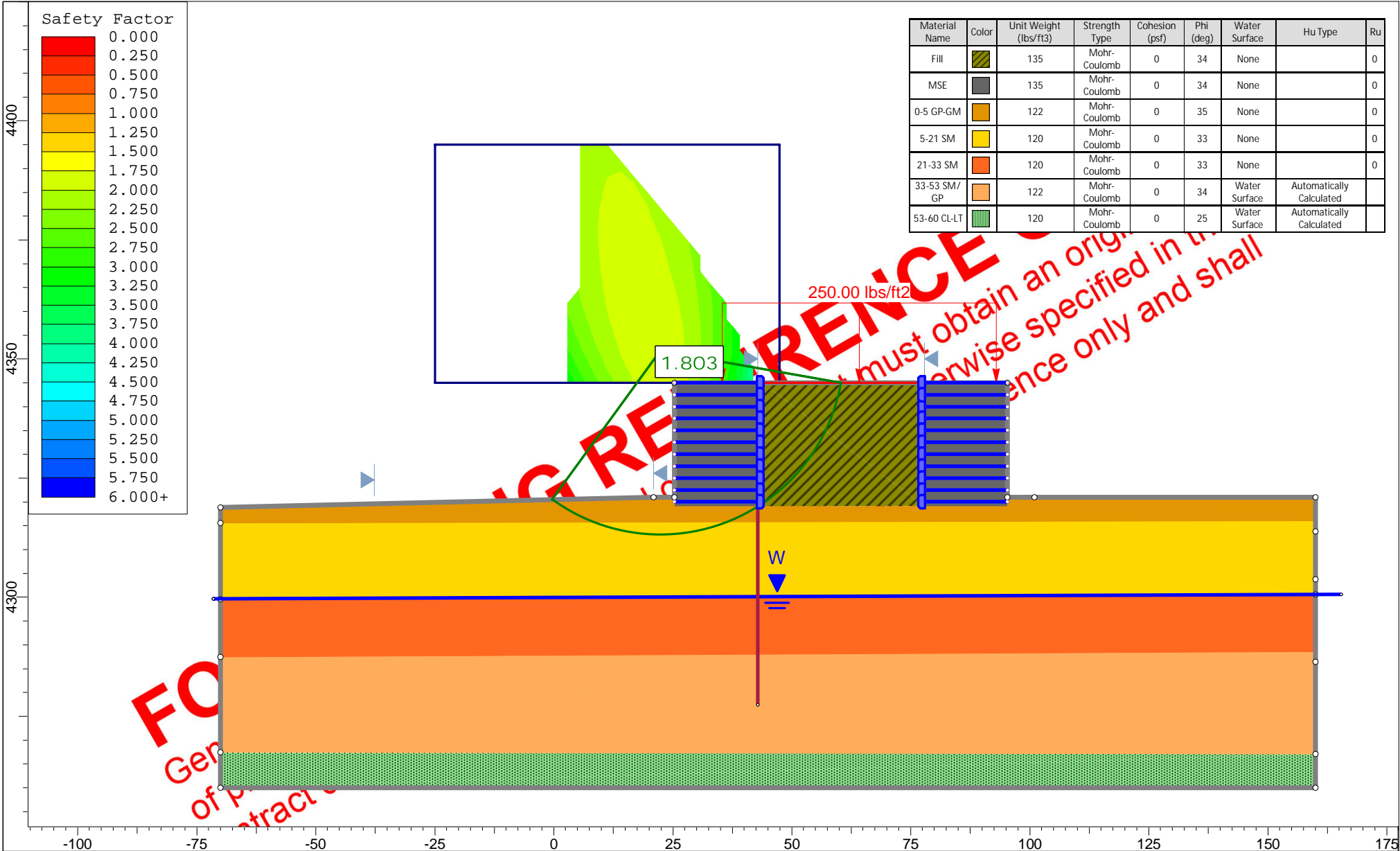




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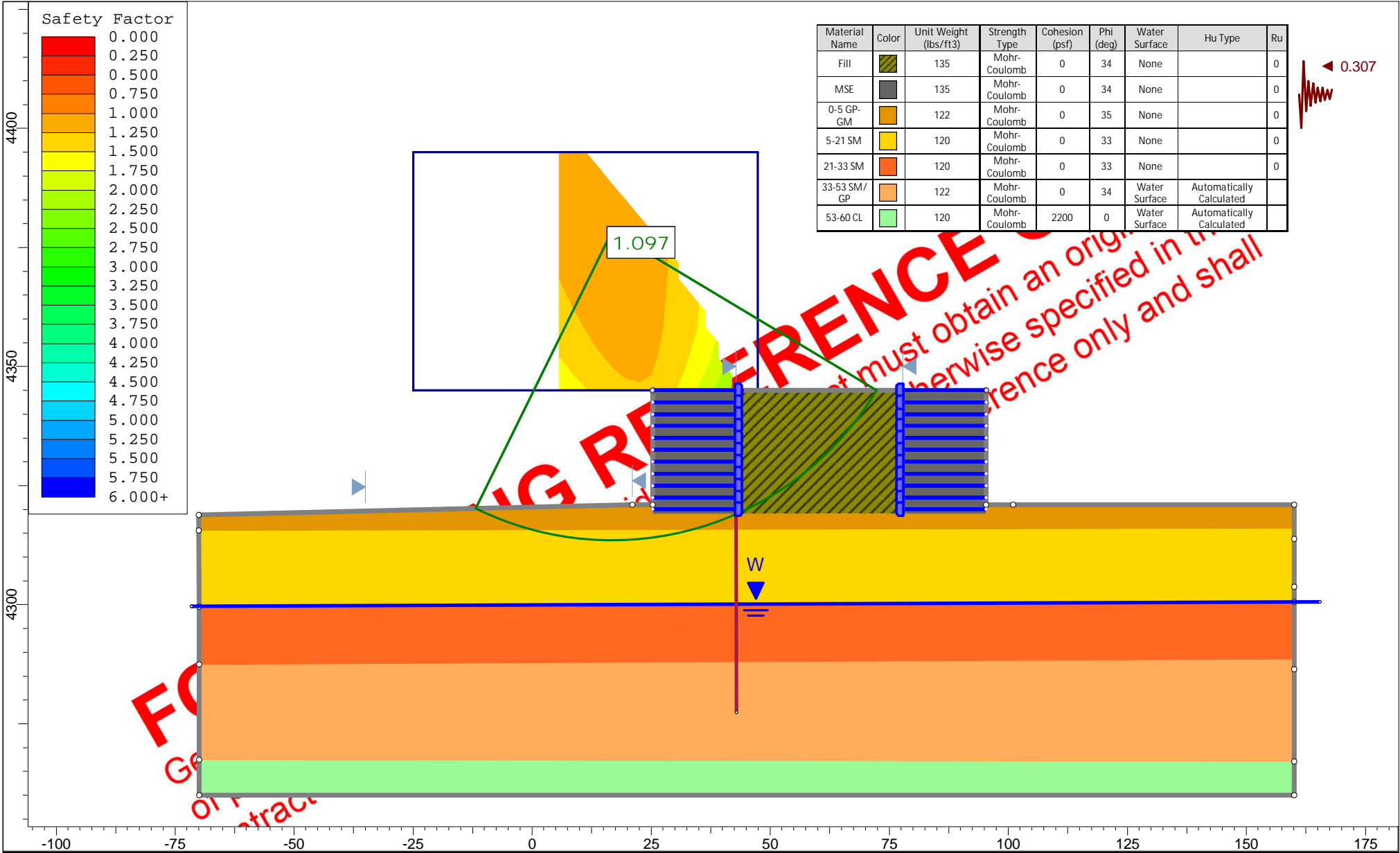
**REFERENCE**  
must obtain an original reference only and shall

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	Drawn By	KJB	Company	Terracon
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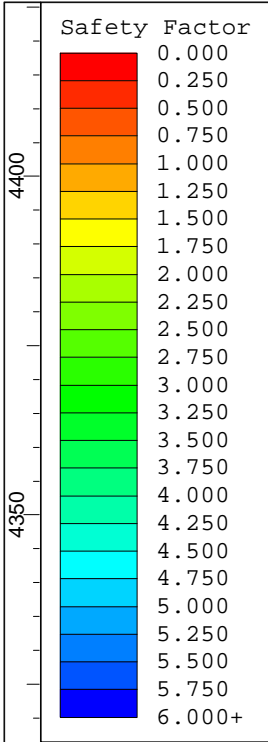


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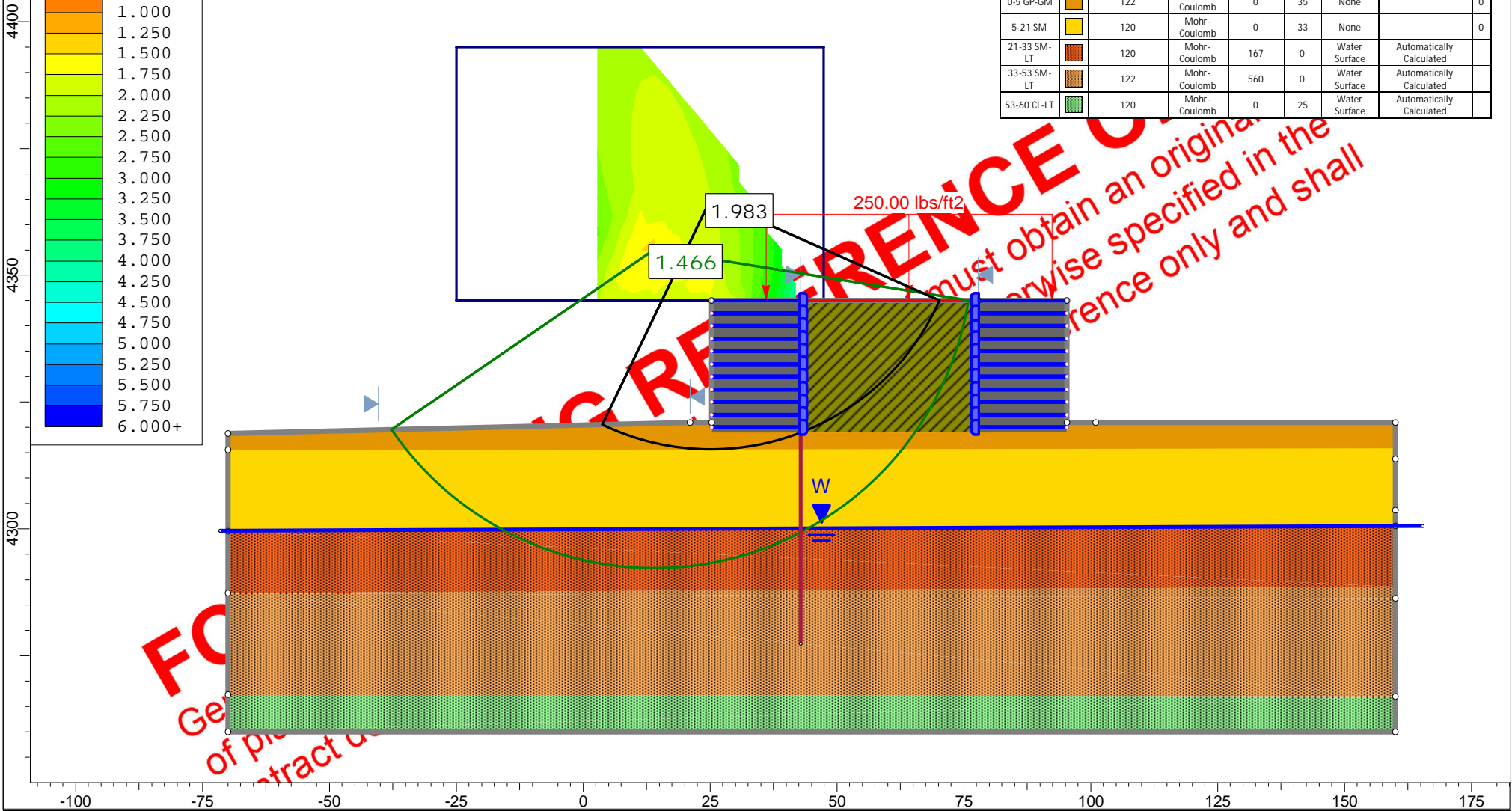




	Project	Forest Street		
	Group	MSE East Wall	Scenario	PS - Seismic
	Drawn By	KJB	Company	Terracon
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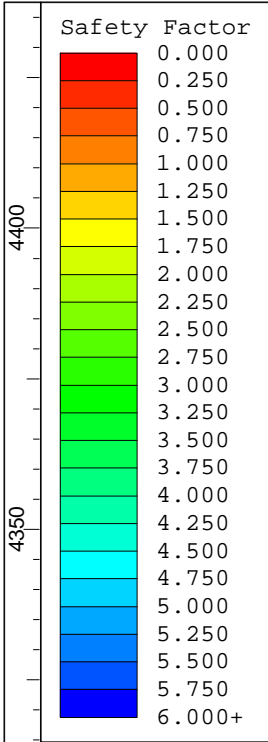


Material Name	Color	Unit Weight (lbs/ft <sup>3</sup> )	Strength Type	Cohesion (psf)	Phi (deg)	Water Surface	Hu Type	Ru
Fill		135	Mohr-Coulomb	0	34	None		0
MSE		135	Mohr-Coulomb	0	34	None		0
0-5 GP-GM		122	Mohr-Coulomb	0	35	None		0
5-21 SM		120	Mohr-Coulomb	0	33	None		0
21-33 SM-LT		120	Mohr-Coulomb	167	0	Water Surface	Automatically Calculated	
33-53 SM-LT		122	Mohr-Coulomb	560	0	Water Surface	Automatically Calculated	
53-60 CL-LT		120	Mohr-Coulomb	0	25	Water Surface	Automatically Calculated	

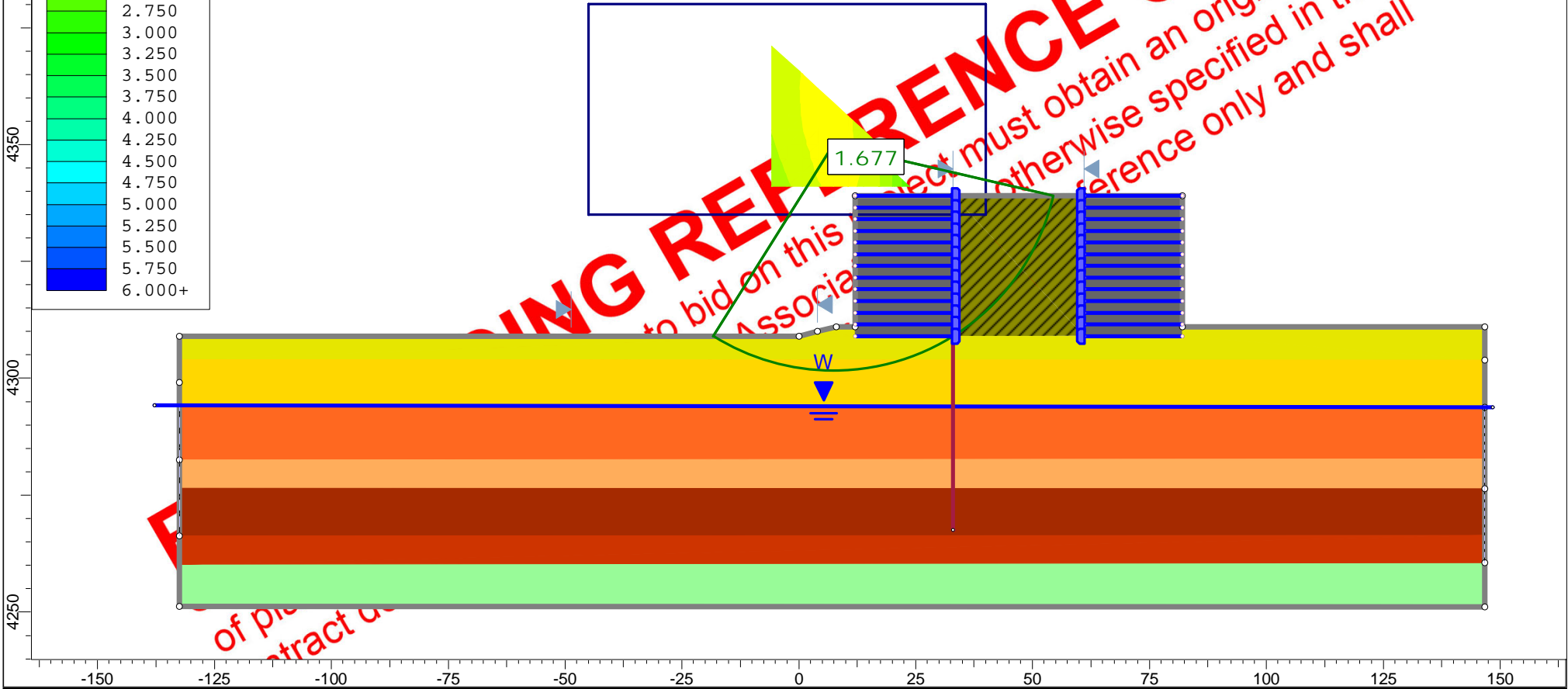


FOR REFERENCE ONLY  
 You must obtain an original  
 otherwise specified in the  
 reference only and shall

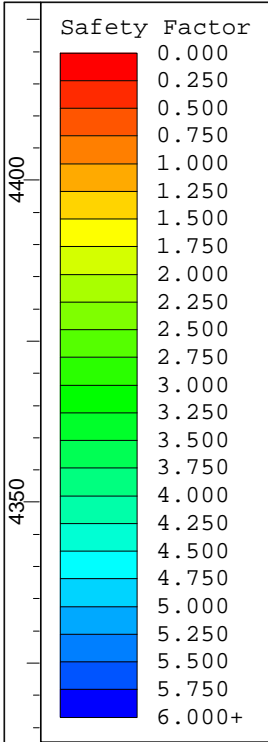
	Project		Forest Street	
	Group	MSE East Wall	Scenario	Post-Eathquake
	Drawn By	KJB	Company	Terracon
	Date	3/22/2023	File Name	Forest St - MSE Wall_East.slmd



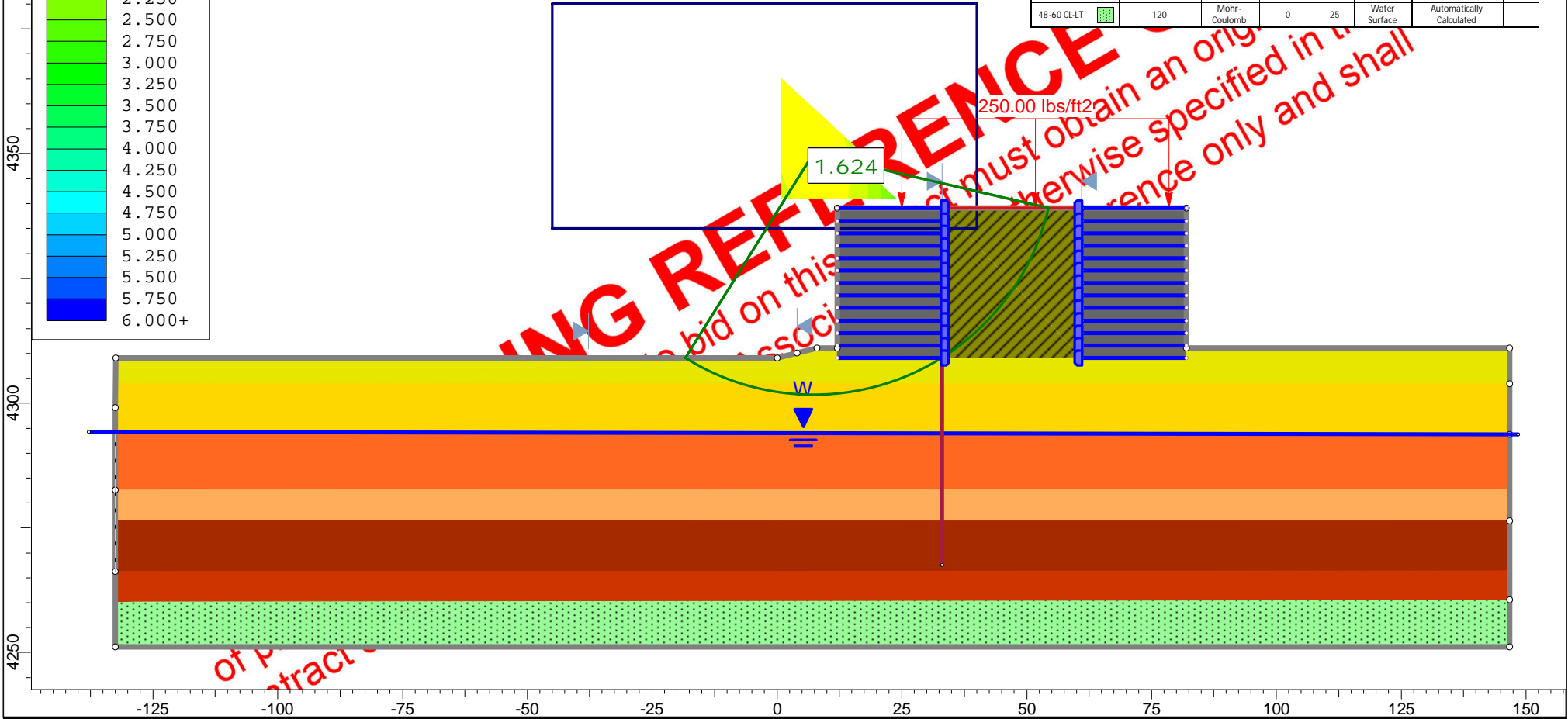
Material Name	Color	Unit Weight (lbs/ft <sup>3</sup> )	Strength Type	Cohesion (psf)	Phi (deg)	Water Surface	Hu Type	Hu	Ru
Fill		135	Mohr-Coulomb	0	34	None			0
MSE		135	Mohr-Coulomb	0	34	None			0
0-5 SM		115	Mohr-Coulomb	0	31	None			0
5-15 SM		120	Mohr-Coulomb	0	33	None			0
15-26 SM		120	Mohr-Coulomb	0	32	None			0
26-32 SM		122	Mohr-Coulomb	0	34	Water Surface	Custom	1	
32-42 GM		122	Mohr-Coulomb	0	35	Water Surface	Custom	1	
42-48 GM		120	Mohr-Coulomb	0	34	Water Surface	Custom	1	
48-60 CL		120	Mohr-Coulomb	3000	0	Water Surface	Custom	1	



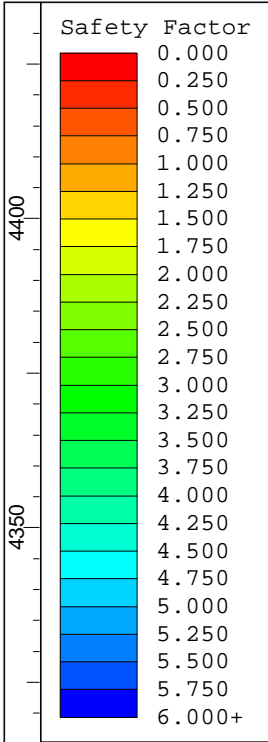
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	Group		MSE West Wall	Scenario	EOC
	Drawn By		KJB	Company	Terracon
	Date		3/22/2023	File Name	Forest St - MSE Wall_West.slmd



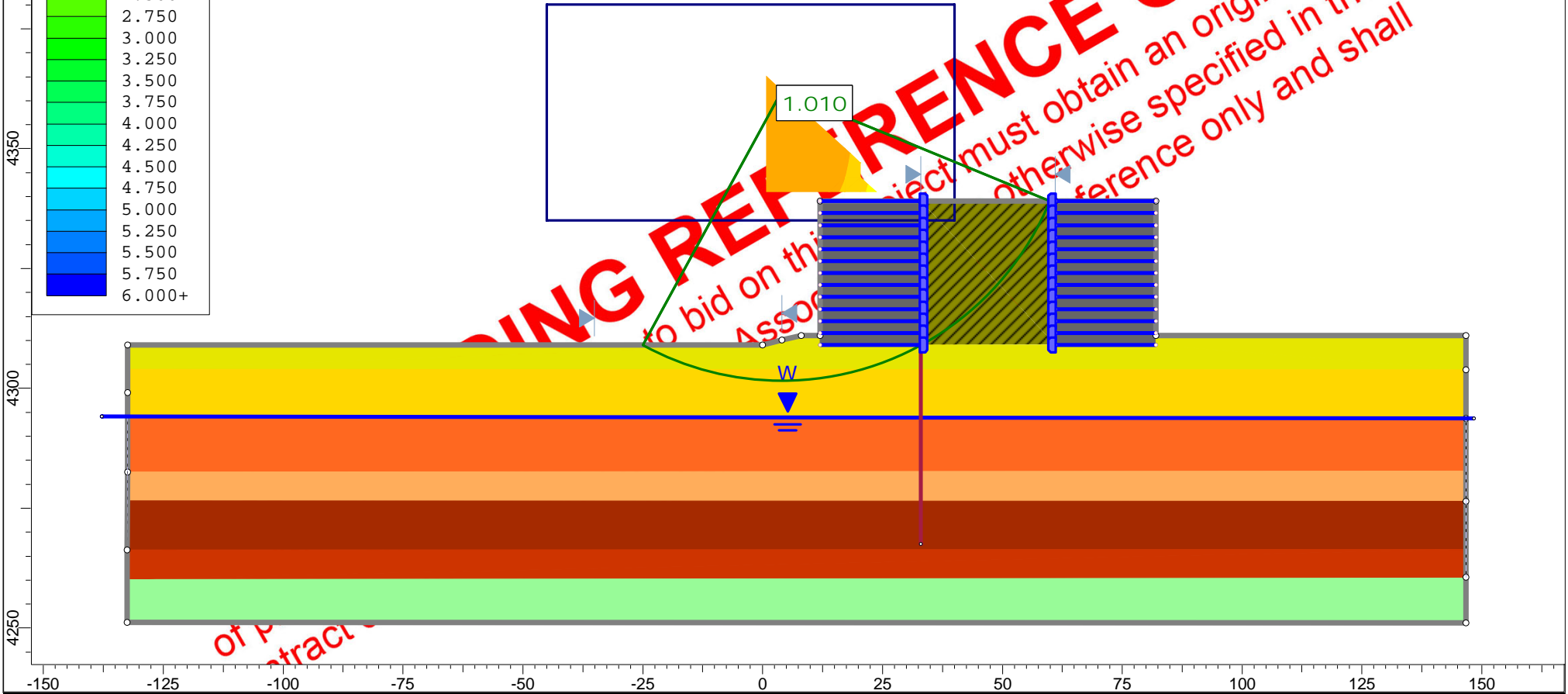
Material Name	Color	Unit Weight (lbs/ft <sup>3</sup> )	Strength Type	Cohesion (psf)	Phi (deg)	Water Surface	Hu Type	Hu	Ru
Fill		135	Mohr-Coulomb	0	34	None			0
MSE		135	Mohr-Coulomb	0	34	None			0
0-5 SM		115	Mohr-Coulomb	0	31	None			0
5-15 SM		120	Mohr-Coulomb	0	33	None			0
15-26 SM		120	Mohr-Coulomb	0	32	None			0
26-32 SM		122	Mohr-Coulomb	0	34	Water Surface	Custom	1	
32-42 GM		122	Mohr-Coulomb	0	35	Water Surface	Custom	1	
42-48 GM		120	Mohr-Coulomb	0	34	Water Surface	Custom	1	
48-60 CL-LT		120	Mohr-Coulomb	0	25	Water Surface	Automatically Calculated		



	Project	Forest Street		
	Group	MSE West Wall	Scenario	LT
	Drawn By	KJB	Company	Terracon
	Date	3/22/2023	File Name	Forest St - MSE Wall_West.slm
	SLIDEINTERPRET 9.012			

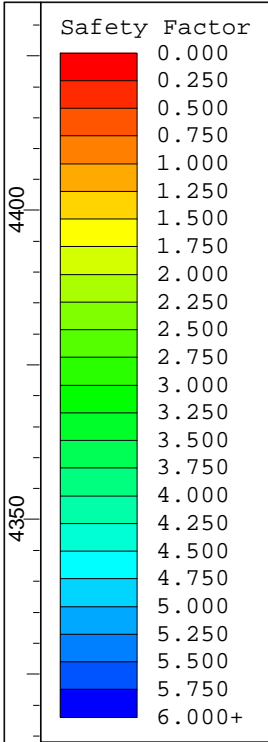


Material Name	Color	Unit Weight (lbs/ft <sup>3</sup> )	Strength Type	Cohesion (psf)	Phi (deg)	Water Surface	Hu Type	Hu	Ru
Fill		135	Mohr-Coulomb	0	34	None			0
MSE		135	Mohr-Coulomb	0	34	None			0
0-5 SM		115	Mohr-Coulomb	0	31	None			0
5-15 SM		120	Mohr-Coulomb	0	33	None			0
15-26 SM		120	Mohr-Coulomb	0	32	None			0
26-32 SM		122	Mohr-Coulomb	0	34	Water Surface	Custom	1	
32-42 GM		122	Mohr-Coulomb	0	35	Water Surface	Custom	1	
42-48 GM		120	Mohr-Coulomb	0	34	Water Surface	Custom	1	
48-60 CL		120	Mohr-Coulomb	3000	0	Water Surface	Custom	1	

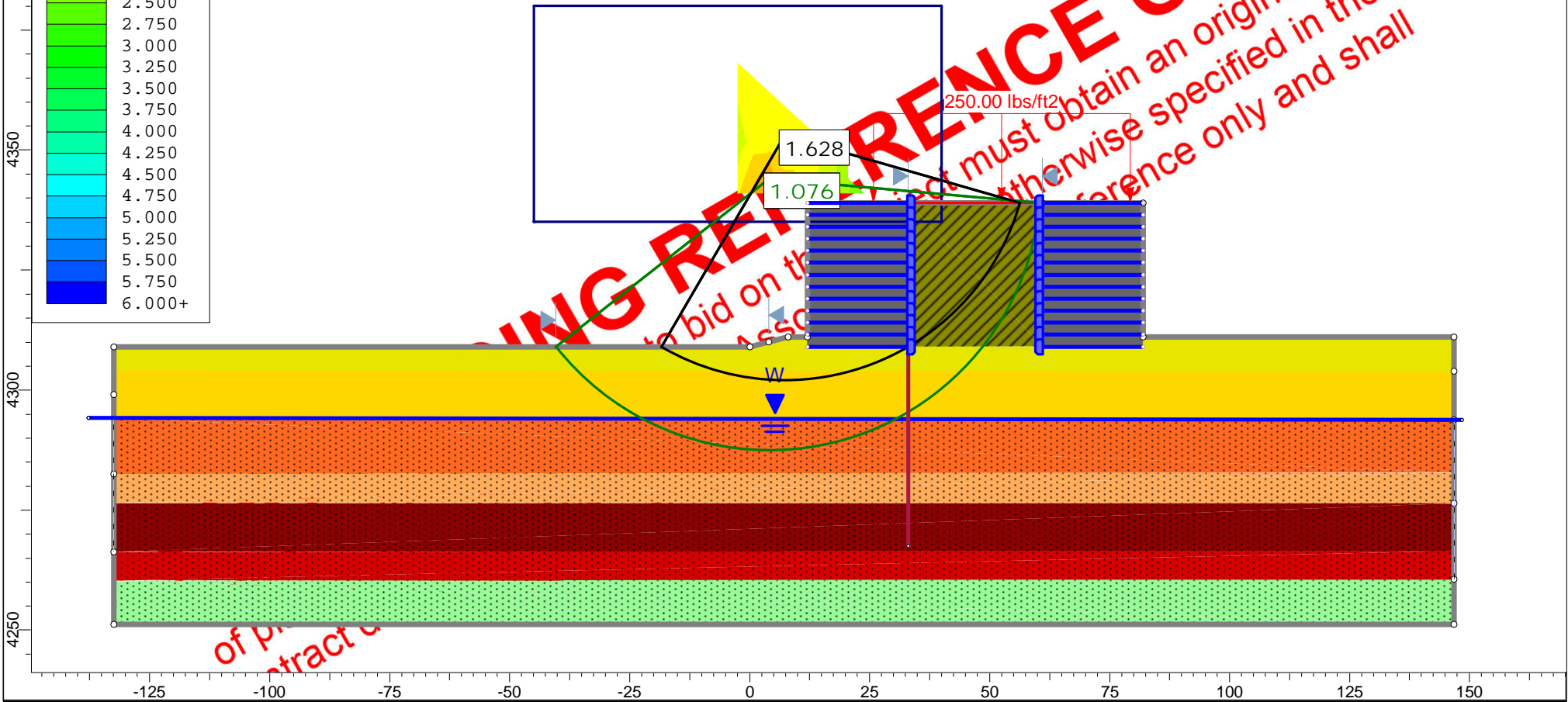


	Project	Forest Street		
	Group	MSE West Wall	Scenario	PS - Seismic
	Drawn By	KJB	Company	Terracon
	Date	3/22/2023	File Name	Forest St - MSE Wall_West.slm





Material Name	Color	Unit Weight (lbs/ft3)	Strength Type	Cohesion (psf)	Phi (deg)	Water Surface	Hu Type	Ru
Fill		135	Mohr-Coulomb	0	34	None		0
MSE		135	Mohr-Coulomb	0	34	None		0
0-5 SM		115	Mohr-Coulomb	0	31	None		0
5-15 SM		120	Mohr-Coulomb	0	33	None		0
15-26 SM-LT		120	Mohr-Coulomb	100	0	Water Surface	Automatically Calculated	
26-32 SM-LT		122	Mohr-Coulomb	520	0	Water Surface	Automatically Calculated	
32-42 GM-LT		122	Mohr-Coulomb	300	0	Water Surface	Automatically Calculated	
42-48 GM-LT		120	Mohr-Coulomb	175	0	Water Surface	Automatically Calculated	
48-60 CL-LT		120	Mohr-Coulomb	0	25	Water Surface	Automatically Calculated	



	Project	Forest Street		
	Group	MSE West Wall	Scenario	Post-Earthquake
	Drawn By	KJB	Company	Terracon
	Date	3/22/2023	File Name	Forest St - MSE Wall_West.slm



# Forest Street

File Name: C:\AASHTOWare\My Projects\Forest Street.dgpx



## Design Inputs

Design Life: 20 years      Base construction: May, 2024      Climate Data: 41, -111.875  
 Design Type: FLEXIBLE      Pavement construction: June, 2024      Sources (Lat/Lon)  
 Traffic opening: July, 2024

## Design Structure      Traffic

Layer type	Material Type	Thickness (in)
Flexible	Default asphalt concrete	5.0
NonStabilized	Untreated Base Course	6.0
Subgrade	Granular Borrow	12.0
Subgrade	A-4	Semi-infinite

Volumetric at Construction:	
Effective binder content (%)	11.0
Air voids (%)	6.5

Age (year)	Heavy Trucks (cumulative)
2024 (initial)	720
2034 (10 years)	1,367,790
2044 (20 years)	3,035,120

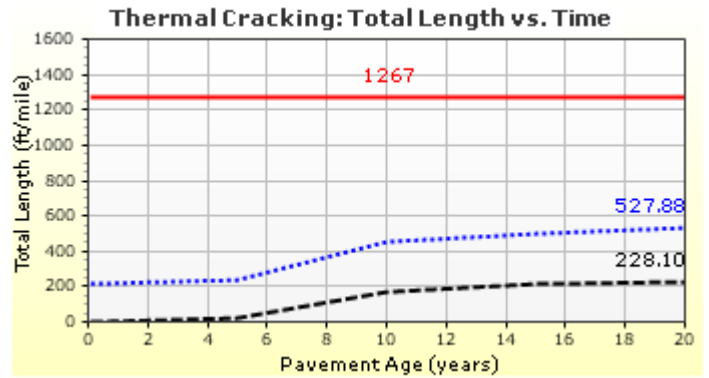
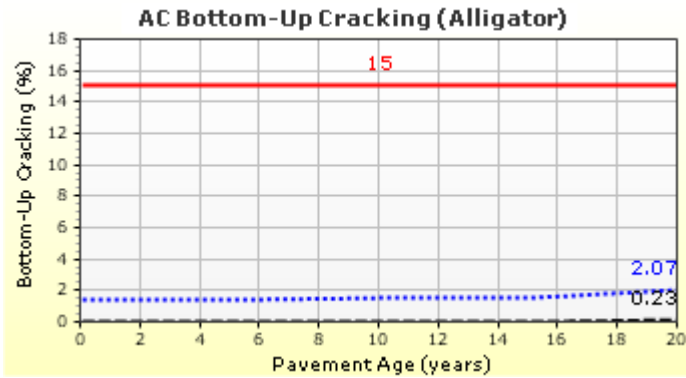
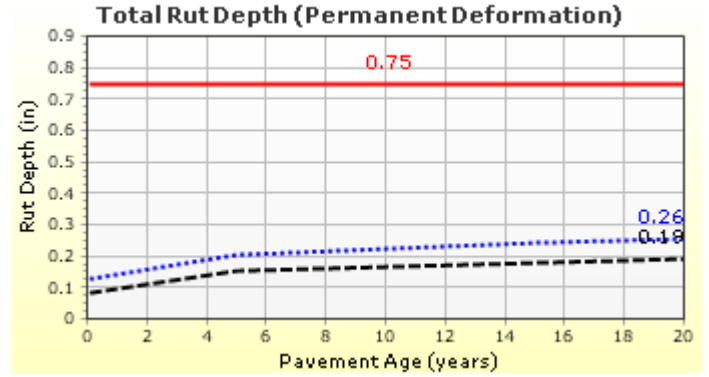
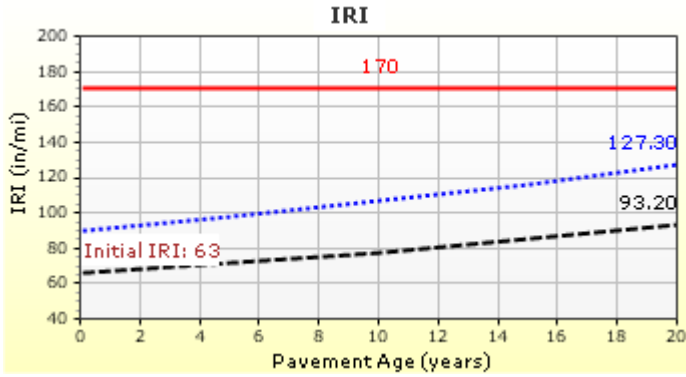
## Design Outputs

### Distress Prediction Summary

Distress Type	Distress @ Specified Reliability		Reliability (%)		Criterion Satisfied?
	Target	Predicted	Target	Achieved	
Terminal IRI (in/mile)	170.00	127.31	90.00	99.81	Pass
Permanent deformation - total pavement (in)	0.75	0.26	90.00	100.00	Pass
AC bottom-up fatigue cracking (% lane area)	15.00	2.07	90.00	100.00	Pass
AC thermal cracking (ft/mile)	1267.00	527.88	90.00	100.00	Pass
AC top-down fatigue cracking (% lane area)	25.00	13.60	90.00	99.94	Pass
Permanent deformation - AC only (in)	0.75	0.06	90.00	100.00	Pass

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 General Contractors who plan to use these documents as part of plans from the office of Jones & Associates, Inc. are advised that these documents are not to be used for construction contract documents. These documents are not to be used for construction contract documents.

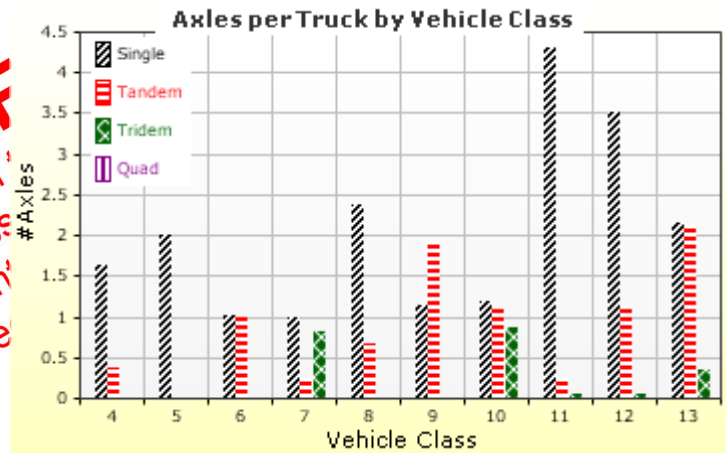
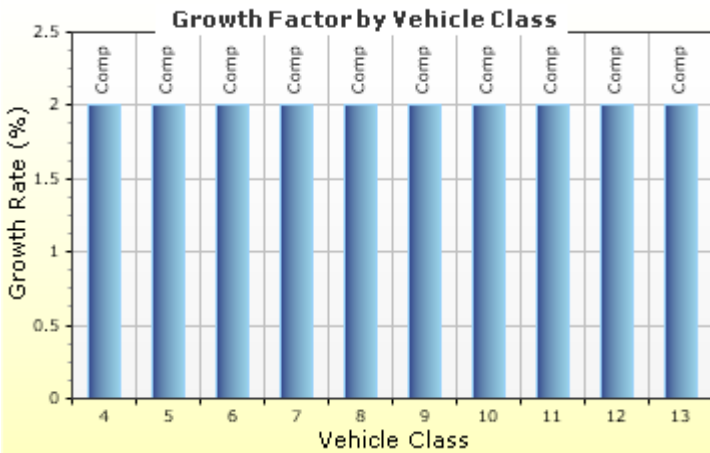
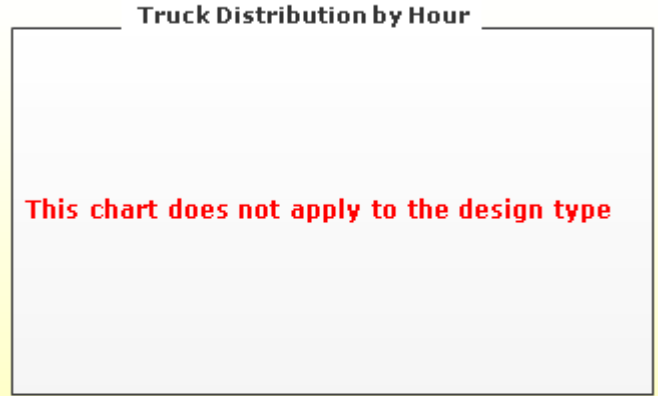
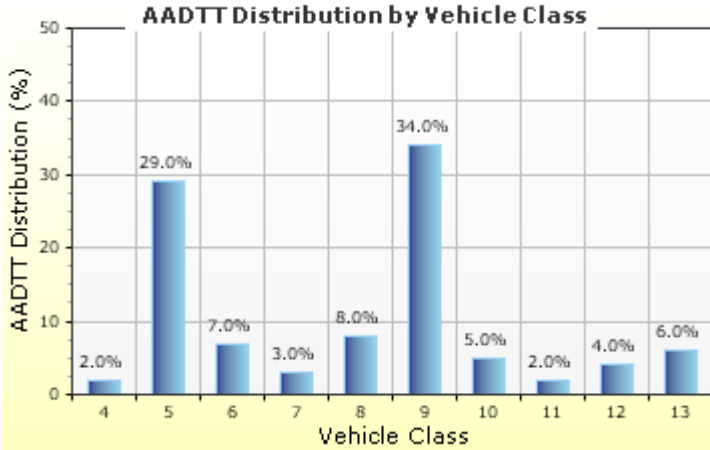
## Distress Charts



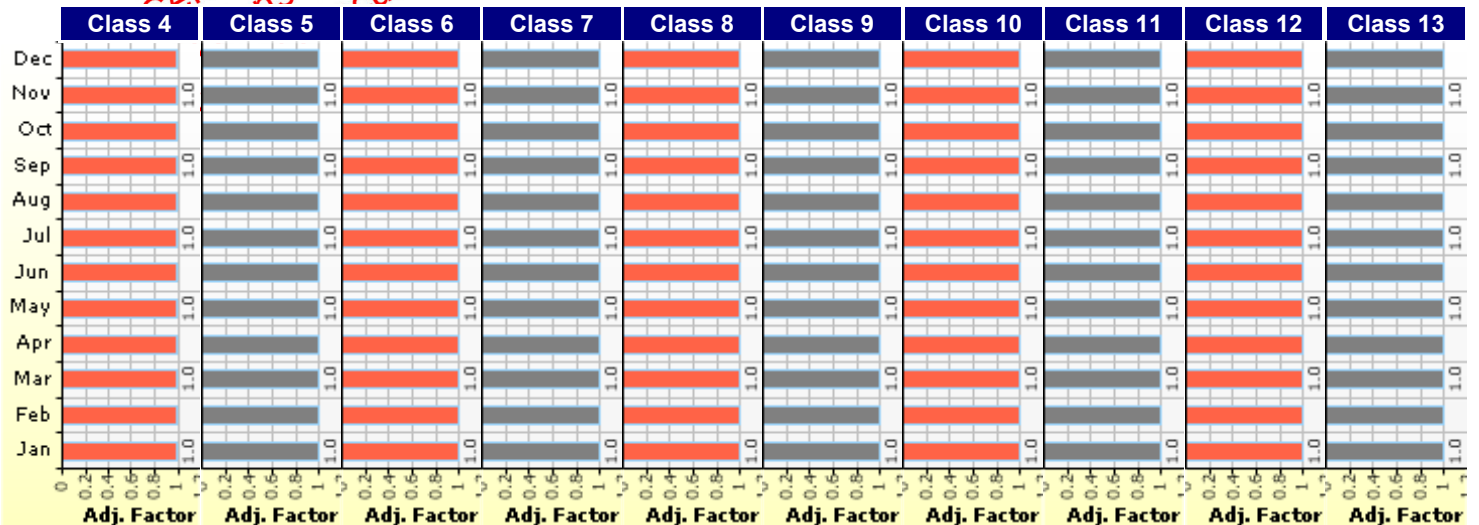
## Traffic Inputs

### Graphical Representation of Traffic Inputs

Initial two-way AADTT:	720	Percent of trucks in design direction (%):	50.0
Number of lanes in design direction:	2	Percent of trucks in design lane (%):	95.0
		Operational speed (mph):	45.0



### Traffic Volume Monthly Adjustment Factors



## Tabular Representation of Traffic Inputs

### Volume Monthly Adjustment Factors Level 3: Default MAF

Month	Vehicle Class									
	4	5	6	7	8	9	10	11	12	13
January	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
February	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
March	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
April	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
May	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
June	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
July	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
August	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
September	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
October	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
November	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
December	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0

### Distributions by Vehicle Class

Vehicle Class	AADTT Distribution (%) (Level 3)	Growth Factor	
		Rate (%)	Function
Class 4	2%	2%	Compound
Class 5	29%	2%	Compound
Class 6	7%	2%	Compound
Class 7	3%	2%	Compound
Class 8	8%	2%	Compound
Class 9	34%	2%	Compound
Class 10	5%	2%	Compound
Class 11	2%	2%	Compound
Class 12	4%	2%	Compound
Class 13	6%	2%	Compound

Truck Distribution by Hour does not apply

### Axle Configuration

Traffic Wander	
Mean wheel location (in)	18.0
Traffic wander standard deviation (in)	10.0
Design lane width (ft)	12.0

Axle Configuration	
Average axle width (ft)	8.5
Dual tire spacing (in)	12.0
Tire pressure (psi)	120.0

Average Axle Spacing	
Tandem axle spacing (in)	51.6
Tridem axle spacing (in)	49.2
Quad axle spacing (in)	49.2

Wheelbase does not apply

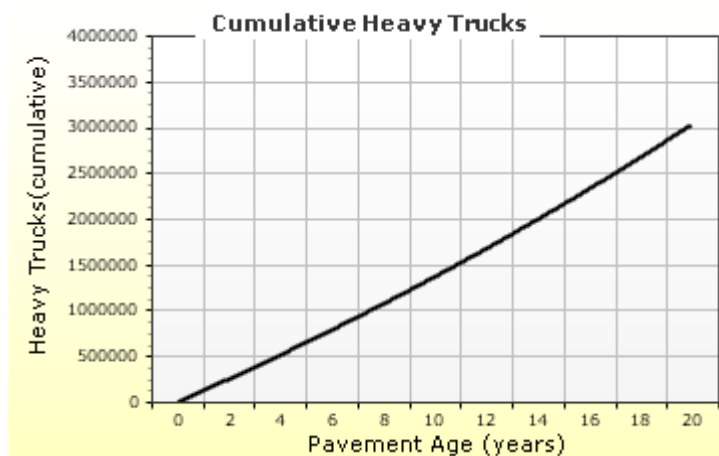
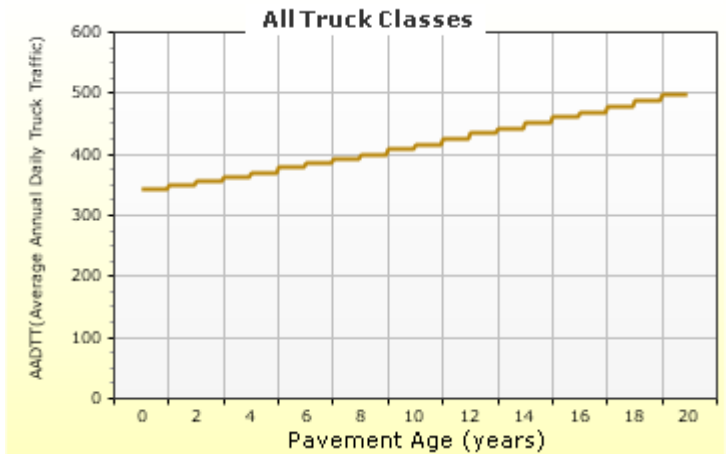
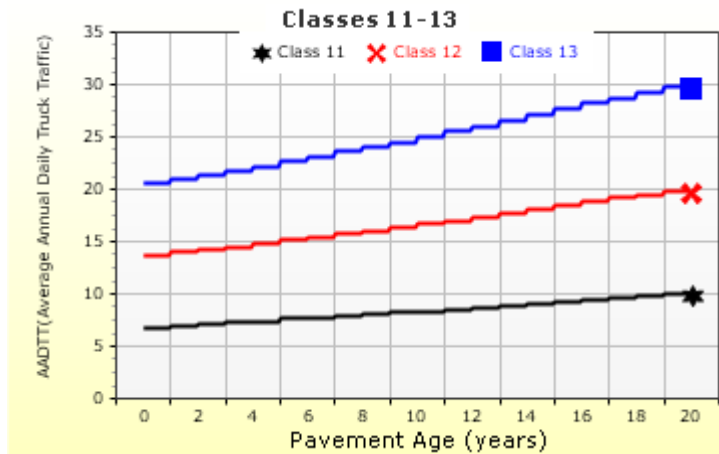
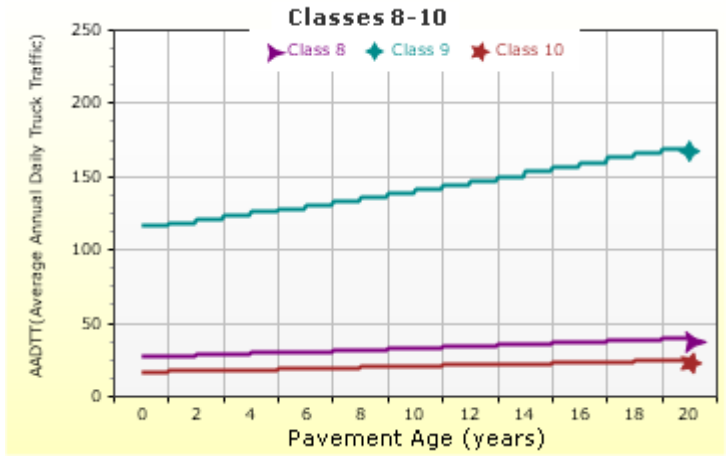
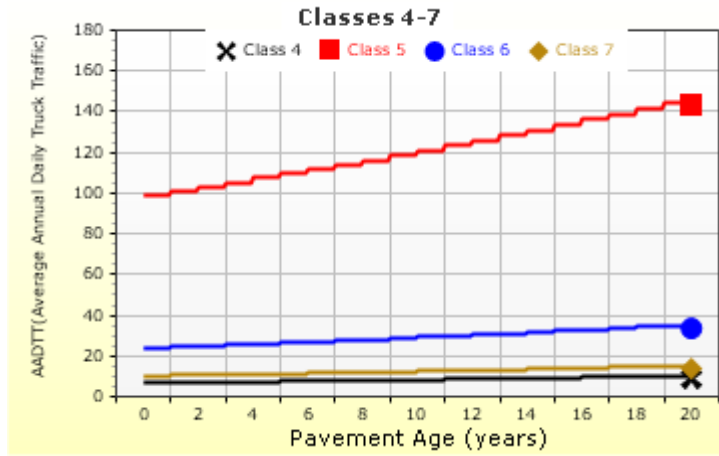
### Number of Axles per Truck

Vehicle Class	Single Axle	Tandem Axle	Tridem Axle	Quad Axle
Class 4	1.62	0.39	0	0
Class 5	2	0	0	0
Class 6	1.02	0.99	0	0
Class 7	1	0.26	0.83	0
Class 8	2.38	0.67	0	0
Class 9	1.13	1.93	0	0
Class 10	1.19	1.09	0.89	0
Class 11	4.29	0.26	0.06	0
Class 12	3.52	1.14	0.06	0
Class 13	2.15	2.13	0.35	0



## AADTT (Average Annual Daily Truck Traffic) Growth

\* Traffic Cap Enforced at calculated value of 38400, but not reached.





# Forest Street

File Name: C:\AASHTOWare\My Projects\Forest Street.dgpx



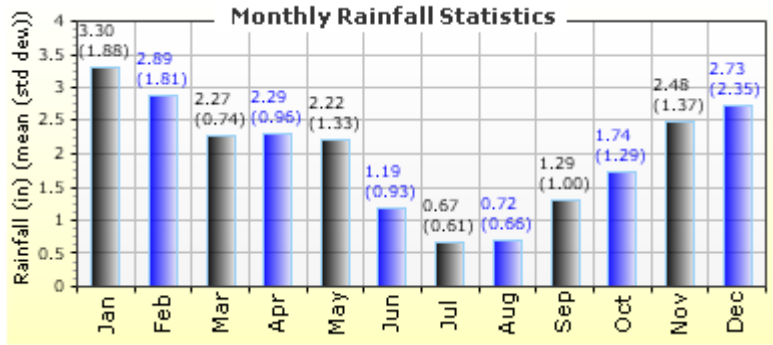
## Climate Inputs

### Climate Data Sources:

Climate Station Cities: US, UT  
 Location (lat lon elevation(ft)) 41.00000 -111.87500 5212

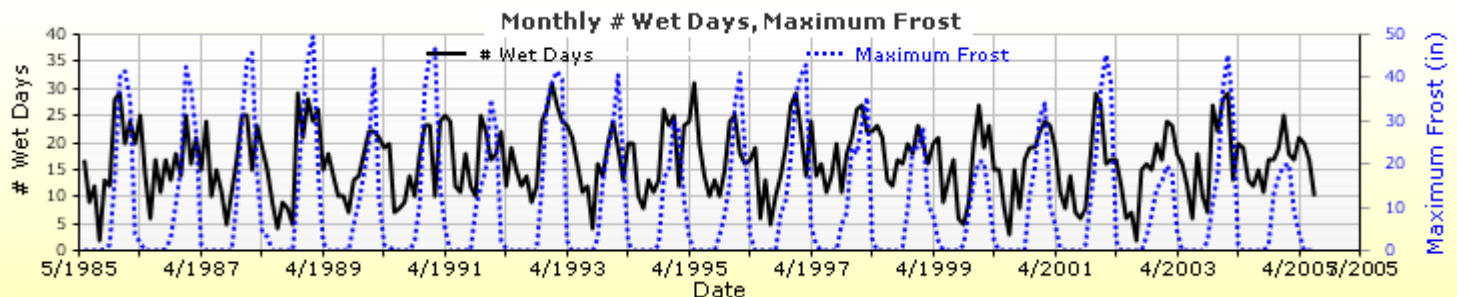
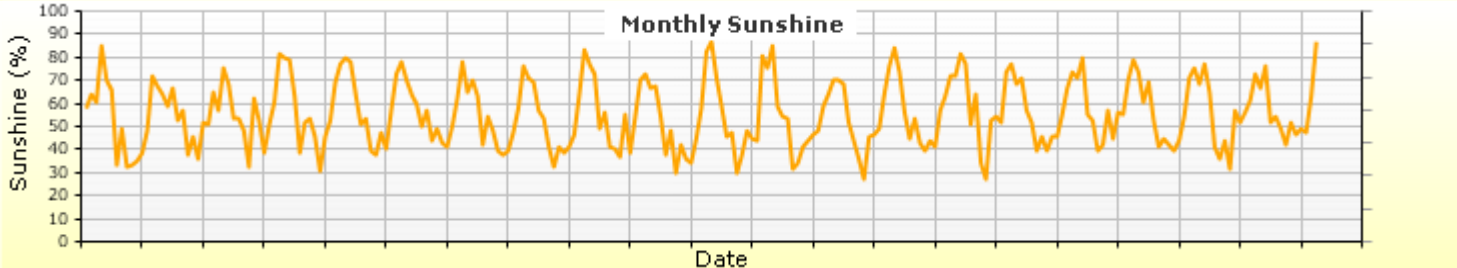
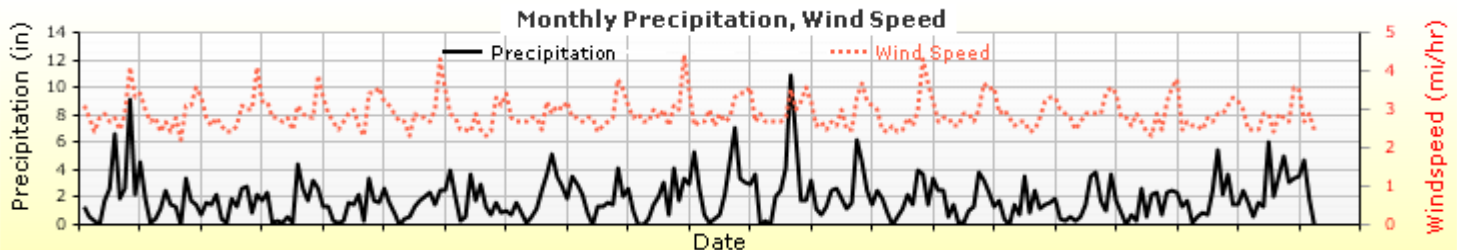
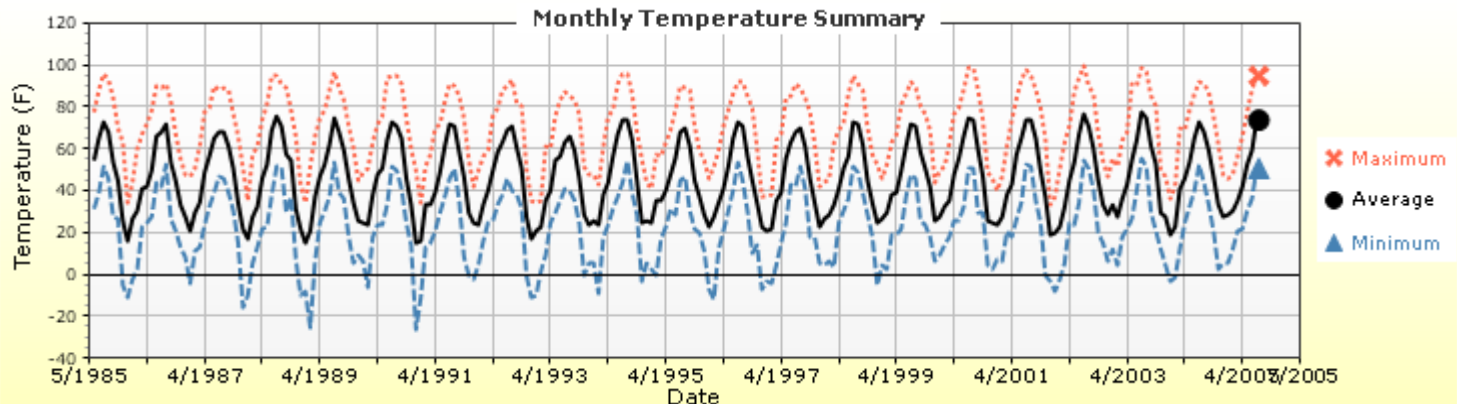
### Annual Statistics:

Mean annual air temperature (°F) 46.76  
 Mean annual precipitation (in) 23.74  
 Freezing index (°F - days) 806.10  
 Average annual number of freeze/thaw cycles: 109.64



Water table depth (ft) 10.00

### Monthly Climate Summary:



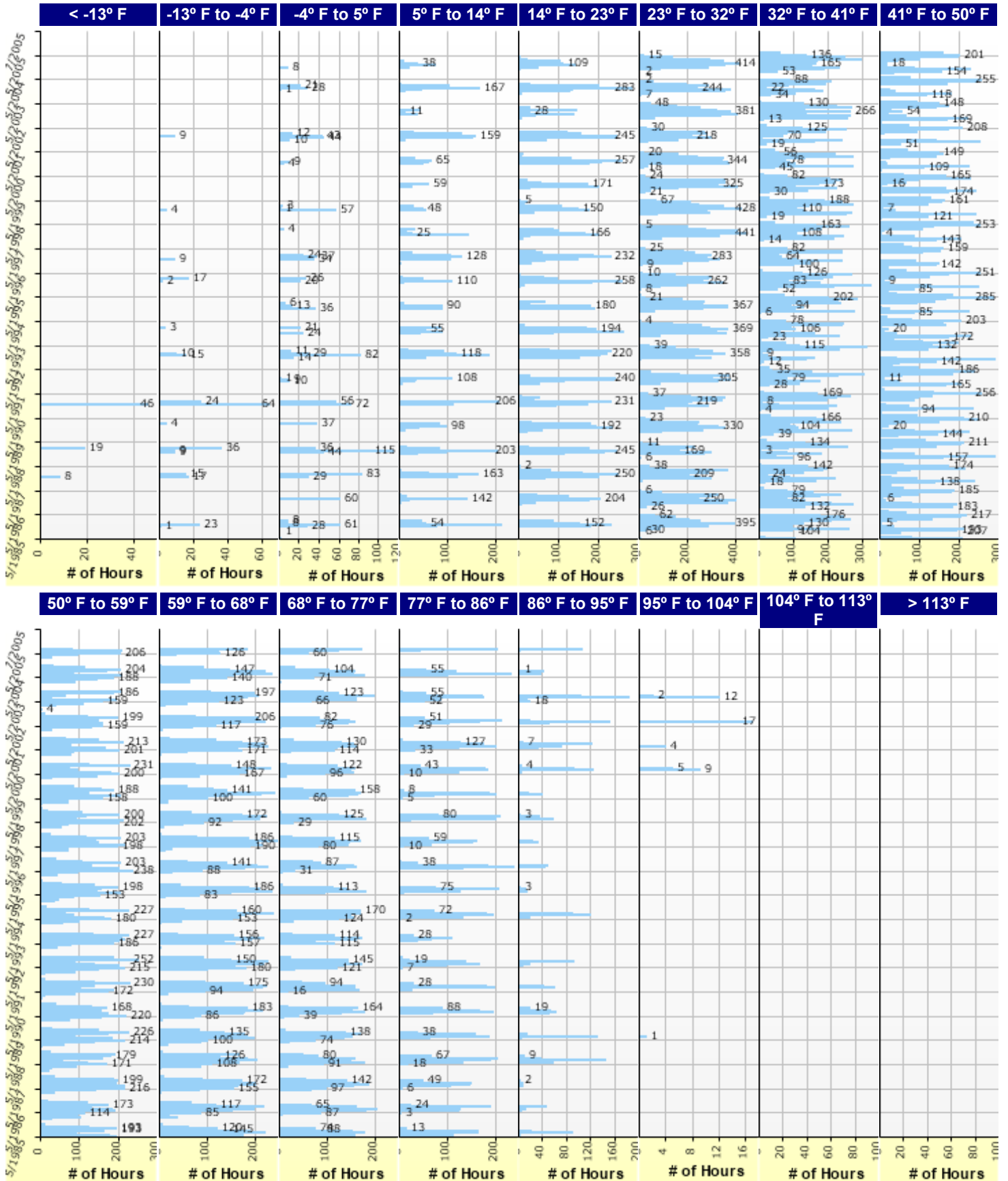


# Forest Street

File Name: C:\AASHTOWare\My Projects\Forest Street.dgpx



## Hourly Air Temperature Distribution by Month:





## Design Properties

### HMA Design Properties

<b>Use Multilayer Rutting Model</b>	False
<b>Using G* based model (not nationally calibrated)</b>	False
<b>Is NCHRP 1-37A HMA Rutting Model Coefficients</b>	True
<b>Endurance Limit</b>	-
<b>Use Reflective Cracking</b>	True

Layer Name	Layer Type	Interface Friction
Layer 1 Flexible : Default asphalt concrete	Flexible (1)	1.00
Layer 2 Non-stabilized Base : Untreated Base Course	Non-stabilized Base (4)	1.00
Layer 3 Subgrade : Granular Borrow	Subgrade (5)	1.00
Layer 4 Subgrade : A-4	Subgrade (5)	-

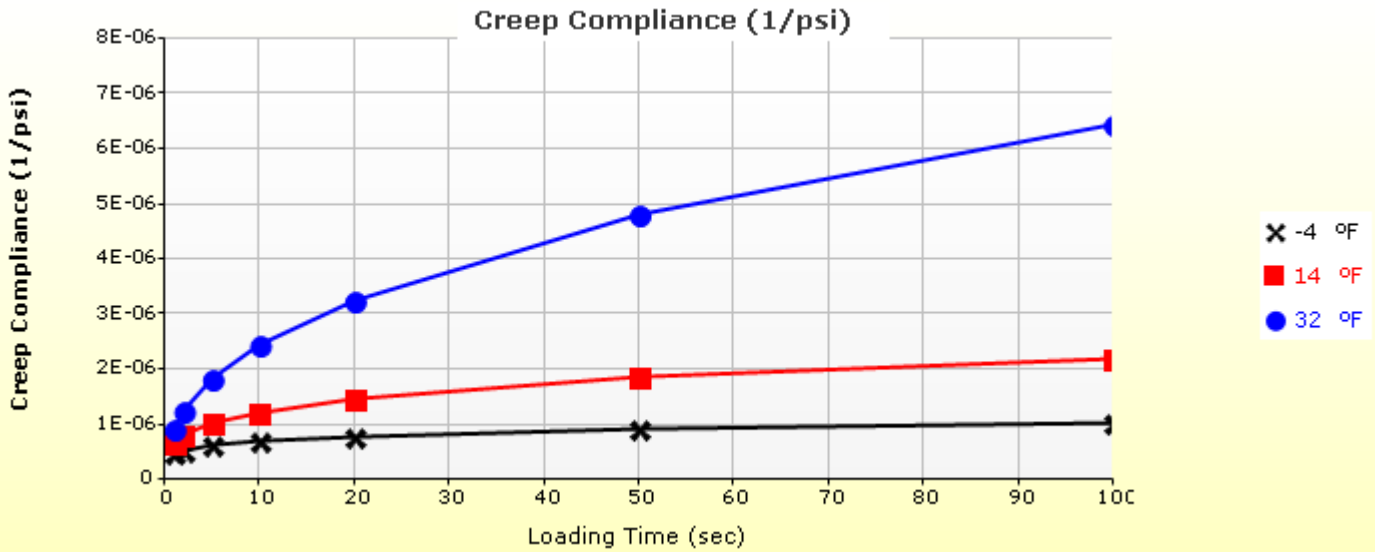
<b>Structure - ICM Properties</b>	
AC surface shortwave absorptivity	0.85

## Thermal Cracking

Thermal Contraction	
Is thermal contraction calculated?	True
Mix coefficient of thermal contraction (in/in/°F)	-
Aggregate coefficient of thermal contraction (in/in/°F)	5.0e-006
Voids in Mineral Aggregate (%)	17.5

Creep Compliance (1/psi) (Input Level: 3)			
Loading time (sec)	-4 °F	14 °F	32 °F
1	4.80e-007	6.87e-007	9.23e-007
2	5.37e-007	8.20e-007	1.24e-006
5	6.24e-007	1.03e-006	1.82e-006
10	6.99e-007	1.23e-006	2.44e-006
20	7.83e-007	1.47e-006	3.27e-006
50	9.10e-007	1.86e-006	4.81e-006
100	1.02e-006	2.22e-006	6.45e-006

Indirect Tensile Strength (Input Level: 3)	
Test Temperature ( °F)	Indirect Tensile Strength (psi)
14.0	511.06

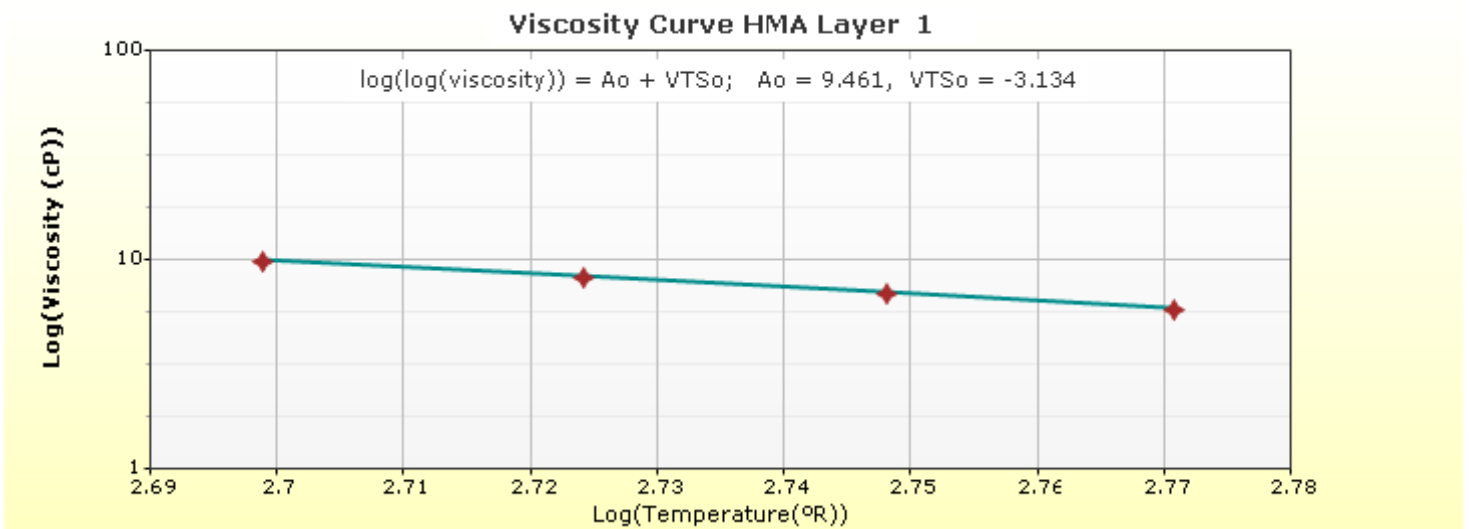
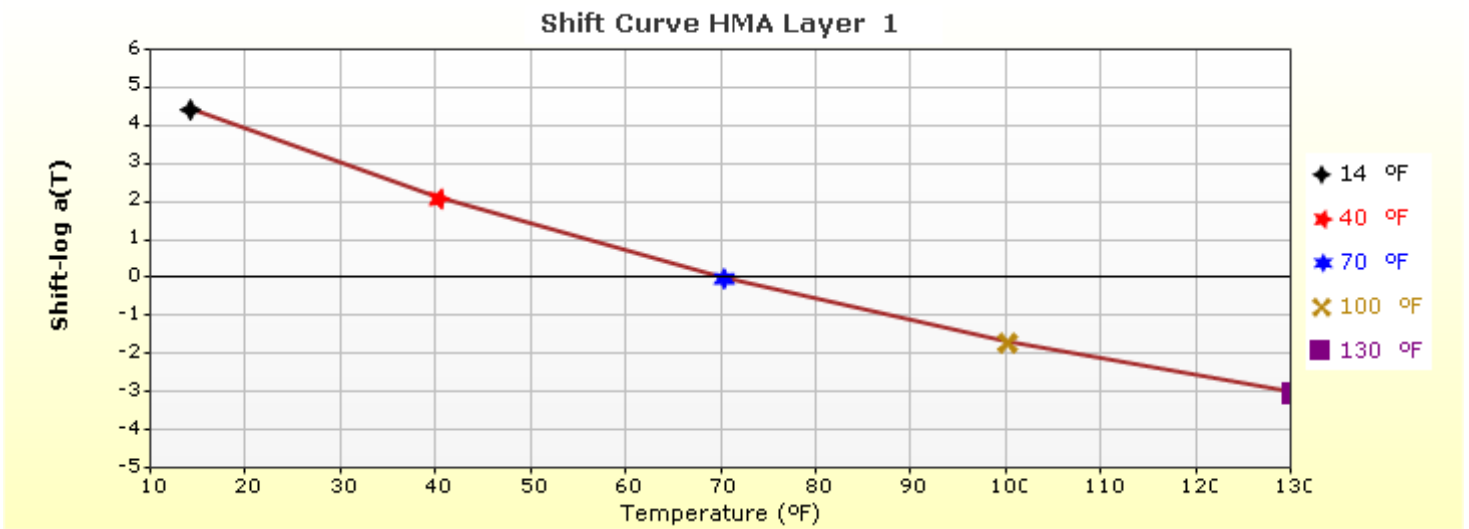
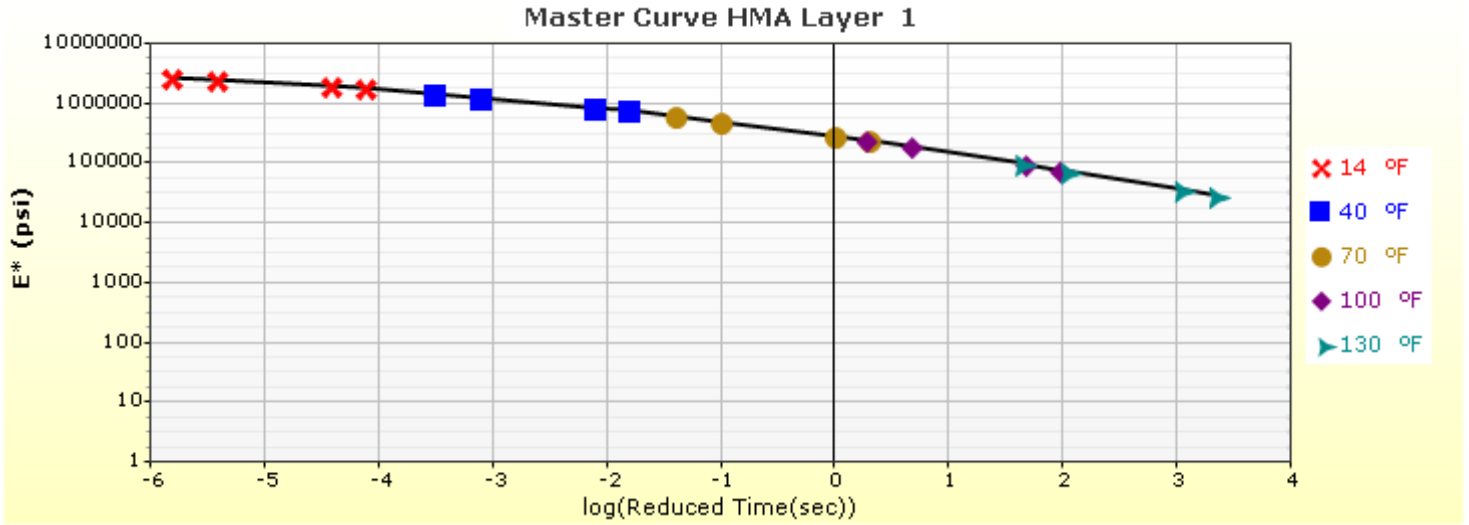


## Indirect Tensile Strength, psi

There is no or empty series

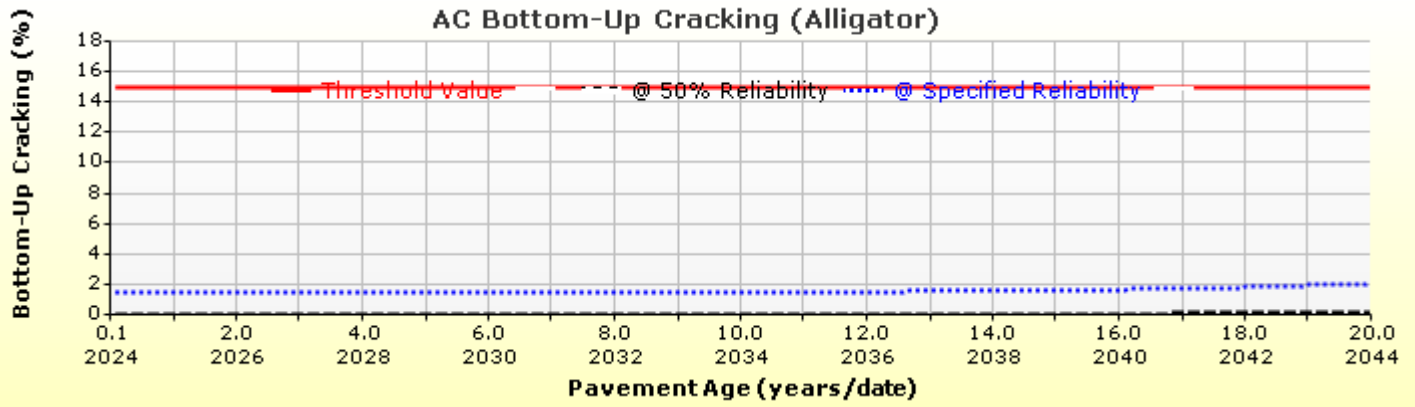
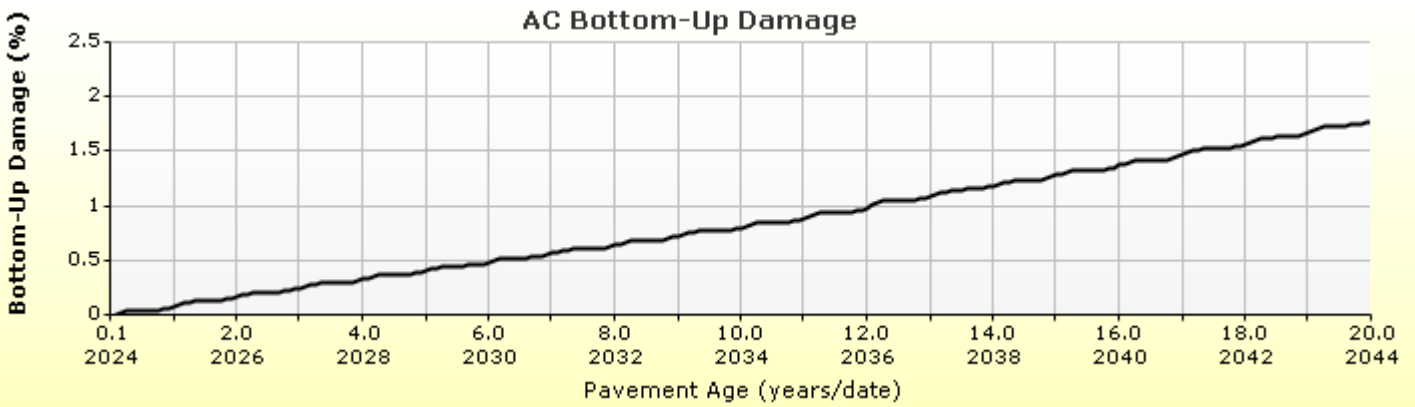
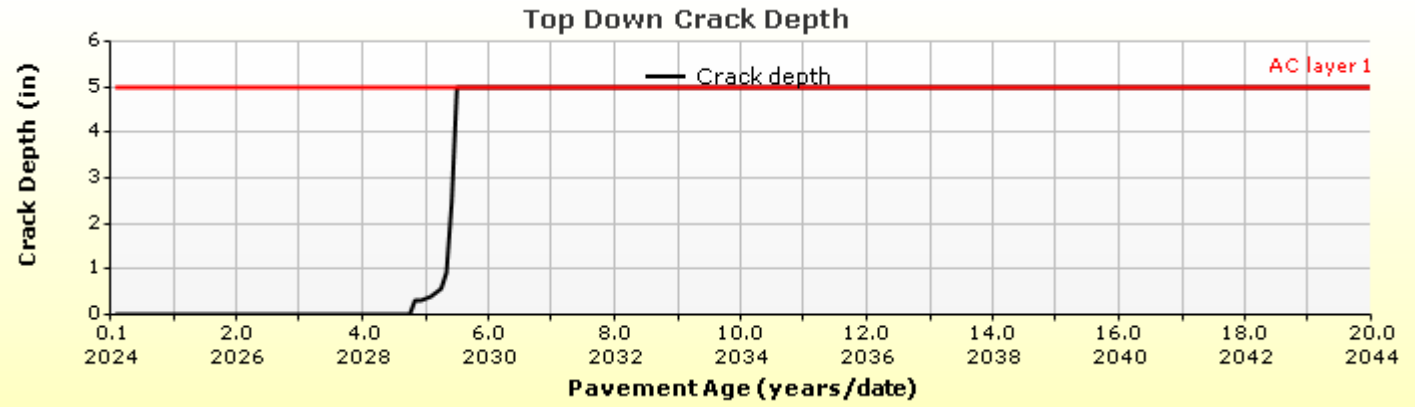
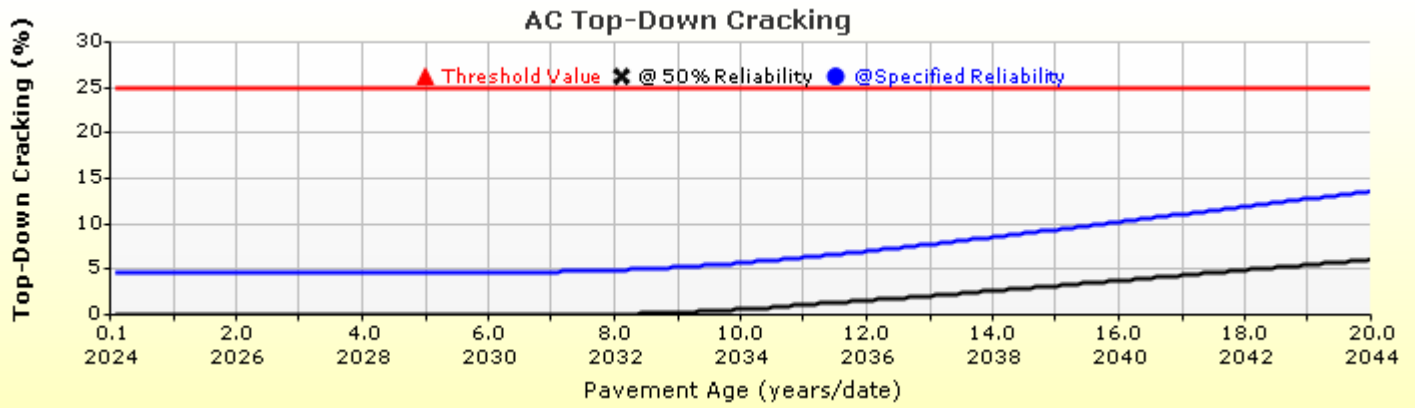


## HMA Layer 1: Layer 1 Flexible : Default asphalt concrete

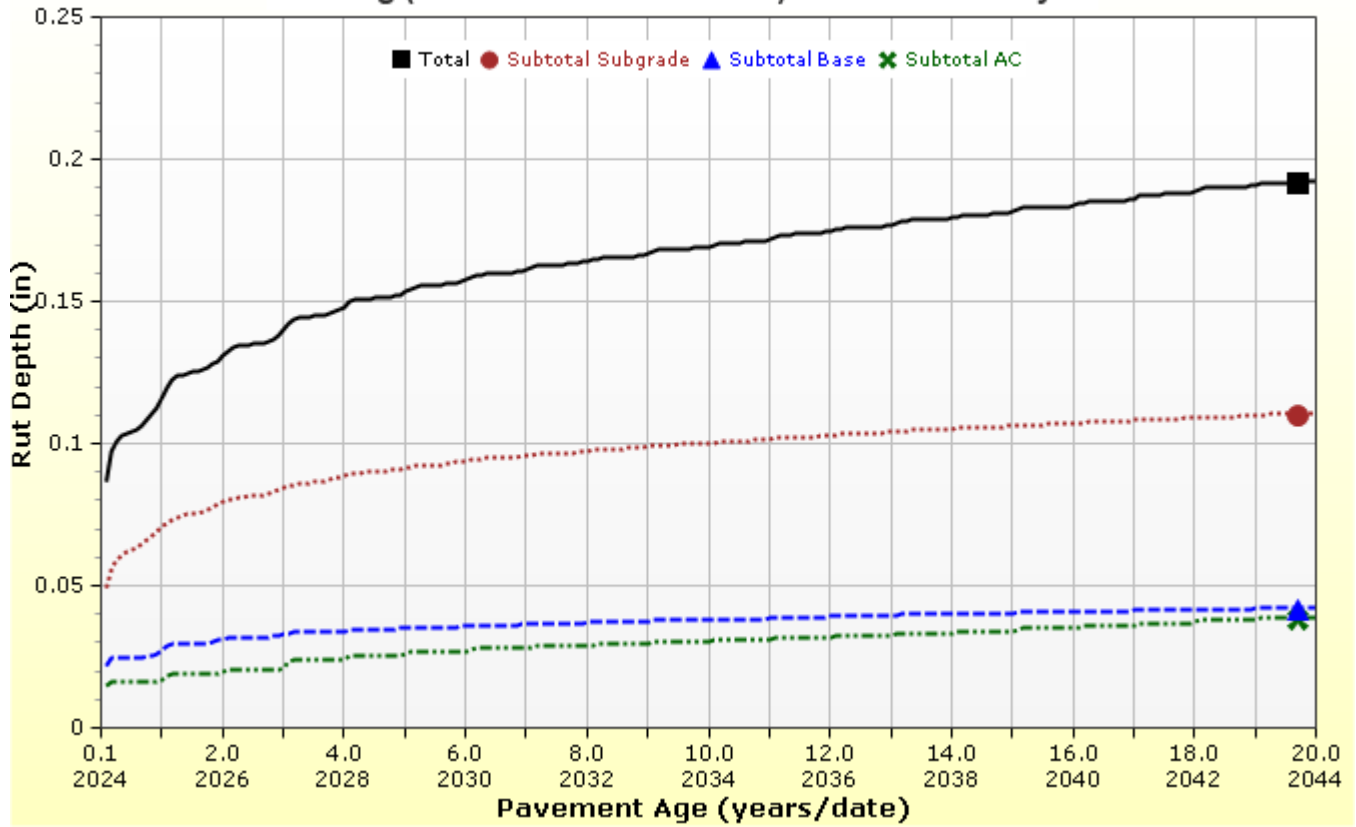


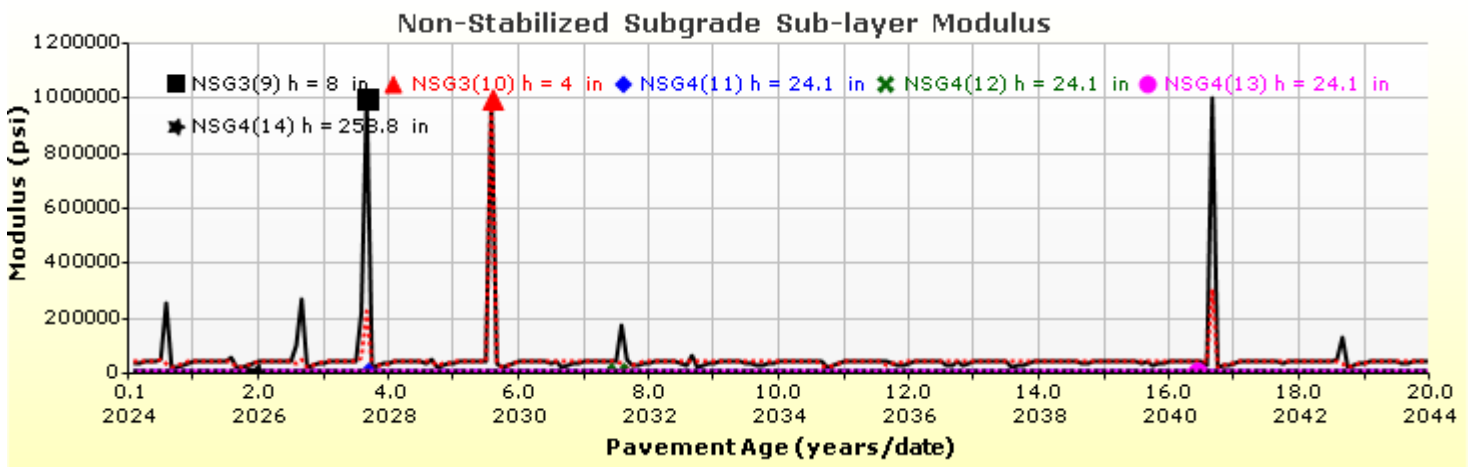
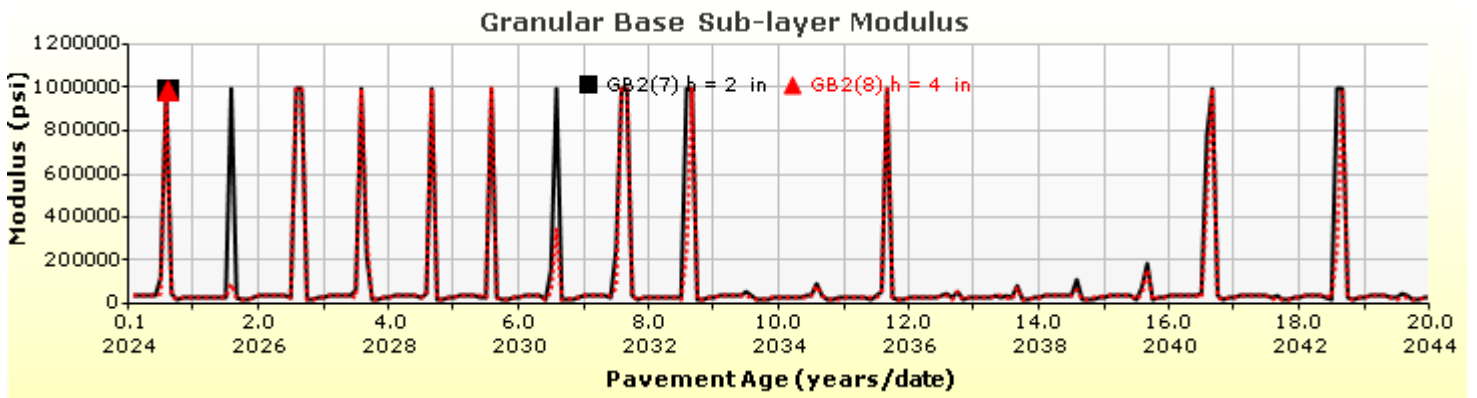
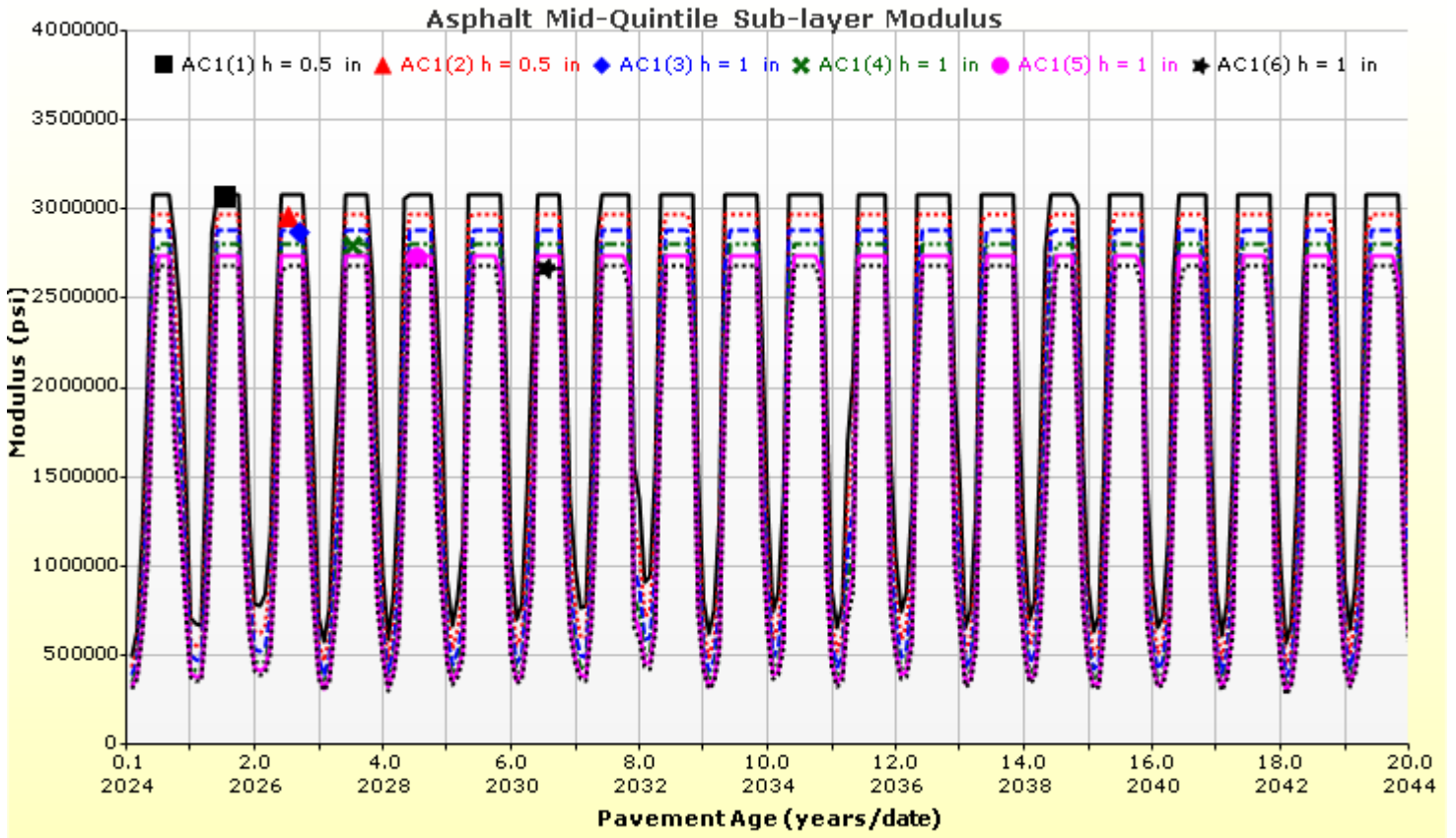


## Analysis Output Charts



## Rutting (Permanent Deformation) at 50% Reliability







## Layer Information

### Layer 1 Flexible : Default asphalt concrete

Asphalt		
Thickness (in)	5.0	
Unit weight (pcf)	148.0	
Poisson's ratio	Is Calculated?	False
	Ratio	0.35
	Parameter A	-
	Parameter B	-

### Asphalt Dynamic Modulus (Input Level: 3)

Gradation	Percent Passing
3/4-inch sieve	100
3/8-inch sieve	75
No.4 sieve	48
No.200 sieve	6

### Asphalt Binder

Parameter	Value
Grade	Superpave Performance Grade
Binder Type	64-34
A	9.461
VTS	-3.134

### General Info

Name	Value
Reference temperature (°F)	70
Effective binder content (%)	11
Air voids (%)	6.5
Thermal conductivity (BTU/hr-ft-°F)	0.67
Heat capacity (BTU/lb-°F)	0.23
Asphalt content by weight (%)	5
Aggregate parameter	0.4929

### Identifiers

Field	Value
Display name/identifier	Default asphalt concrete
Description of object	
Author	
Date Created	10/29/2010 11:00:00 PM
Approver	
Date approved	10/29/2010 11:00:00 PM
State	
District	
County	
Highway	
Direction of Travel	
From station (miles)	
To station (miles)	
Province	
User defined field 1	
User defined field 2	
User defined field 3	
Revision Number	0



Layer 2 Non-stabilized Base : Untreated Base Course

Unbound	
Layer thickness (in)	6.0
Poisson's ratio	0.35
Coefficient of lateral earth pressure (k0)	0.5

Modulus (Input Level: 3)

<b>Analysis Type:</b>	Modify input values by temperature/moisture
<b>Method:</b>	Resilient Modulus (psi)

Resilient Modulus (psi)	
25000.0	

<b>Use Correction factor for NDT modulus?</b>	-
<b>NDT Correction Factor:</b>	-

Identifiers

Field	Value
Display name/identifier	Untreated Base Course
Description of object	Default material
Author	AASHTO
Date Created	1/1/2011 12:00:00 AM
Approver	
Date approved	1/1/2011 12:00:00 AM
State	
District	
County	
Highway	
Direction of Travel	
From station (miles)	
To station (miles)	
Province	
User defined field 1	
User defined field 2	
User defined field 3	
Revision Number	0

Sieve

<b>Liquid Limit</b>	6.0
<b>Plasticity Index</b>	1.0
<b>Is layer compacted?</b>	True

	Is User Defined?	Value
Maximum dry unit weight (pcf)	False	128.1
Saturated hydraulic conductivity (ft/hr)	False	1.646e-02
Specific gravity of solids	False	2.7
Water Content (%)	False	7.2

User-defined Soil Water Characteristic Curve (SWCC)

<b>Is User Defined?</b>	False
<b>af</b>	6.5602
<b>bf</b>	1.6004
<b>cf</b>	0.7507
<b>hr</b>	118.0000

Sieve Size	% Passing
0.001mm	
0.002mm	
0.020mm	
#200	9.0
#100	
#80	
#60	
#50	
#40	
#30	
#20	
#16	32.5
#10	
#8	
#4	52.5
3/8-in.	65.0
1/2-in.	72.5
3/4-in.	77.5
1-in.	95.0
1 1/2-in.	100.0
2-in.	
2 1/2-in.	
3-in.	
3 1/2-in.	



## Layer 3 Subgrade : Granular Borrow

### Unbound

Layer thickness (in)	12.0
Poisson's ratio	0.35
Coefficient of lateral earth pressure (k0)	0.5

### Modulus (Input Level: 3)

<b>Analysis Type:</b>	Modify input values by temperature/moisture
<b>Method:</b>	Resilient Modulus (psi)

### Resilient Modulus (psi)

25000.0

<b>Use Correction factor for NDT modulus?</b>	-
<b>NDT Correction Factor:</b>	-

### Identifiers

Field	Value
Display name/identifier	Granular Borrow
Description of object	Default Material
Author	AASHTO
Date Created	1/1/2011 12:00:00 AM
Approver	
Date approved	1/1/2011 12:00:00 AM
State	
District	
County	
Highway	
Direction of Travel	
From station (miles)	
To station (miles)	
Province	
User defined field 1	
User defined field 2	
User defined field 3	
Revision Number	0

### Sieve

<b>Liquid Limit</b>	6.0
<b>Plasticity Index</b>	1.0
<b>Is layer compacted?</b>	True

	Is User Defined?	Value
Maximum dry unit weight (pcf)	False	125.6
Saturated hydraulic conductivity (ft/hr)	False	7.07e+00
Specific gravity of solids	False	2.7
Water Content (%)	False	8.4

### User-defined Soil Water Characteristic Curve (SWCC)

<b>Is User Defined?</b>	False
<b>af</b>	10.3772
<b>bf</b>	0.4725
<b>cf</b>	3.5459
<b>hr</b>	130.0000

Sieve Size	% Passing
0.001mm	
0.002mm	
0.020mm	
#200	15.0
#100	
#80	
#60	
#50	
#40	30.0
#30	
#20	
#16	
#10	50.0
#8	
#4	
3/8-in.	
1/2-in.	
3/4-in.	
1-in.	
1 1/2-in.	
2-in.	
2 1/2-in.	
3-in.	100.0
3 1/2-in.	



Layer 4 Subgrade : A-4

Unbound	
Layer thickness (in)	Semi-infinite
Poisson's ratio	0.35
Coefficient of lateral earth pressure (k0)	0.5

Modulus (Input Level: 3)

<b>Analysis Type:</b>	Modify input values by temperature/moisture
<b>Method:</b>	Resilient Modulus (psi)

Resilient Modulus (psi)
9000.0

<b>Use Correction factor for NDT modulus?</b>	-
<b>NDT Correction Factor:</b>	-

Identifiers

Field	Value
Display name/identifier	A-4
Description of object	Silty Sand
Author	AASHTO
Date Created	1/1/2011 12:00:00 AM
Approver	
Date approved	1/1/2011 12:00:00 AM
State	
District	
County	
Highway	
Direction of Travel	
From station (miles)	
To station (miles)	
Province	
User defined field 1	
User defined field 2	
User defined field 3	
Revision Number	0

Sieve

<b>Liquid Limit</b>	14.0
<b>Plasticity Index</b>	2.0
<b>Is layer compacted?</b>	False

	Is User Defined?	Value
Maximum dry unit weight (pcf)	False	127
Saturated hydraulic conductivity (ft/hr)	False	1.89e+02
Specific gravity of solids	False	2.7
Water Content (%)	False	7.5

User-defined Soil Water Characteristic Curve (SWCC)

<b>Is User Defined?</b>	False
<b>af</b>	22.5769
<b>bf</b>	0.9326
<b>cf</b>	1.1348
<b>hr</b>	268.0000

Sieve Size	% Passing
0.001mm	
0.002mm	
0.020mm	
#200	42.0
#100	
#80	
#60	
#50	
#40	
#30	
#20	
#16	
#10	
#8	
#4	60.0
3/8-in.	
1/2-in.	
3/4-in.	
1-in.	100.0
1 1/2-in.	
2-in.	
2 1/2-in.	
3-in.	
3 1/2-in.	

## Calibration Coefficients

### AC Fatigue

$N_f = 0.00432 * C * \beta_{f1} k_1 \left(\frac{1}{\epsilon_1}\right)^{k_2 \beta_{f2}} \left(\frac{1}{E}\right)^{k_3 \beta_{f3}}$ $C = 10^M$ $M = 4.84 \left(\frac{V_b}{V_a + V_b} - 0.69\right)$	k1: 4.25
	k2: 2.87
	k3: 1.46
	Bf1: (5.014 * Pow(hac,-3.416)) * 1 + 0
	Bf2: 1.38
	Bf3: 0.96

### AC Rutting

$\frac{\epsilon_p}{\epsilon_r} = k_z \beta_{r1} 10^{k_1 T} k_2 \beta_{r2} N^{k_3 B_{r3}}$ $k_z = (C_1 + C_2 * depth) * 0.328196^{depth}$ $C_1 = -0.1039 * H_a^2 + 2.4868 * H_a - 17.342$ $C_2 = 0.0172 * H_a^2 - 1.7331 * H_a + 27.428$ <p>Where:  <math>H_{ac}</math> = total AC thickness(in)</p>	$\epsilon_p$ = plastic strain(in/in) $\epsilon_r$ = resilient strain(in/in) $T$ = layer temperature(°F) $N$ = number of load repetitions
acRuttingStandardDeviation	0.24 * Pow(RUT,0.8026) + 0.001
AC Layer 1	K1:-2.55 K2:3.01 K3:0.2 Br1:0.26 Br2:0.52 Br3:1.36

### Thermal Fracture

$C_f = \beta_{t1} N \left[ \frac{1}{\sigma_d} \log \left( \frac{C}{h_{AC}} \right) \right]$ $\Delta C = A(\Delta K)^n$ $A = k_t \beta_t 10^{[4.389 - 2.52 \log(E_{HMA} \sigma_m^n)]}$	<p><math>C_f</math> = Observed amount of thermal cracking, ft. / 500ft.  <math>\beta_{t1}</math> = Regression coefficient determined through global calibration (400)  <math>N[z]</math> = Standard normal distribution evaluated at [z]  <math>\sigma_d</math> = Standard deviation of the logarithm of crack depth in the pavement (0.769), in.  <math>C</math> = Crack depth, in.  <math>h_{AC}</math> = Thickness of asphalt layer, in.  <math>\Delta C</math> = Change in the crack depth due to a cooling cycle  <math>\Delta K</math> = Change in the stress intensity factor due to a cooling cycle  <math>A, n</math> = Fracture parameters for the asphalt mixture  <math>E</math> = Asphalt mixture stiffness, MPa  <math>\sigma_m</math> = Undamaged mixture tensile strength, MPa  <math>k_t</math> = Regression coefficient determined through field calibration  <math>\beta_t</math> = Calibration parameter</p>
Level 1 K: ((3 * Pow(10,-7)) * Pow(MAAT,4.0319)) * 3.8 + 0	Level 1 Standard Deviation: 0.14 * THERMAL + 168
Level 2 K: ((3 * Pow(10,-7)) * Pow(MAAT,4.0319)) * 3.8 + 0	Level 2 Standard Deviation: 0.20 * THERMAL + 168
Level 3 K: ((3 * Pow(10,-7)) * Pow(MAAT,4.0319)) * 3.8 + 0	Level 3 Standard Deviation: 0.289 * THERMAL + 168

### CSM Fatigue

$N_f = 10^{\left( \frac{k_1 \beta_{c1} \left(\frac{\sigma_s}{M_r}\right)}{k_2 \beta_{c2}} \right)}$	$N_f$ = number of repetitions to fatigue cracking $\sigma_s$ = Tensile stress(psi) $M_r$ = modulus of rupture(psi)		
k1: 0.972	k2: 0.0825	Bc1: 1	Bc2: 1



Unbound Layer Rutting			
$\delta_a(N) = \beta_{s_1} k_1 \varepsilon_v h \left( \frac{\varepsilon_0}{\varepsilon_r} \right) \left  e^{-\left(\frac{\rho}{N}\right)^\beta} \right $		$\delta_a$ = permanent deformation for the layer N = number of repetitions $\varepsilon_v$ = average vertical strain(in/in) $\varepsilon_0, \beta, \rho$ = material properties $\varepsilon_r$ = resilient strain(in/in)	
Base Rutting		Subgrade Rutting	
k1: 0.965	Bs1: 1	k1: 0.965	Bs1: 0.35
Standard Deviation (BASERUT) 0.1477 * Pow(BASERUT,0.6711) + 0.001		Standard Deviation (BASERUT) 0.1235 * Pow(SUBRUT,0.5012) + 0.001	

AC Cracking					
AC Top Down Cracking			AC Bottom Up Cracking		
$L(t) = L_{Max} e^{-\left(\frac{C_1 \rho}{1 - C_3 t_0}\right)^{C_2 \beta}}$			$FC = \left( \frac{6000}{1 + e^{(C_1 * C'_1 + C_2 * C'_2 * \log_{10}(D * 100))}} \right) * \left( \frac{1}{60} \right)$		
$t_0(\text{Days}) = \frac{k_{L1}}{1 + e^{(k_{L2} * 100 * a_0 / 2A_0) + (k_{L3} * HT) + (k_{L4} * LT) + (k_{L5} * \log_{10} AADTT)}}$			$C'_2 = -2.40874 - 39.748 * (1 + h_{ac})^{-2.856}$		
$C'_1 = -2 * C'_2$			$C_2 = (0.867 + 0.2583 * hac) * 1 + 0$		
c1: 2.5219	c2: 0.8069	c3: 1	c1: 1.418	c2: (0.867 + 0.2583 * hac) * 1 + 0	c3: 6000
kL1: 64271618			acCrackingBottomStandardDeviation		
kL2: 0.2855			1.13 + 13/(1+exp(7.57-15.5*LOG10(BOTTOM+0.0001)))		
kL3: 0.011			acCrackingTopStandardDeviation		
kL4: 0.01488			0.3657 * TOP + 3.6563		
kL5: 3.266					

CSM Cracking				IRI Flexible Pavements			
$FC_{ctb} = C_1 + \frac{C_2}{1 + e^{C_3 - C_4 * \log_{10}(\text{Damage})}}$				C1 - Rutting                      C3 - Transverse Crack C2 - Fatigue Crack              C4 - Site Factors			
C1: 0	C2: 75	C3: 2	C4: 2	C1: 40	C2: 0.4	C3: 0.008	C4: 0.0099
csmCrackingStandardDeviation							
CTB*1							

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# **FOR BIDDING REFERENCE ONLY**

General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

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