

**00800**  
**SUPPLEMENTARY CONDITIONS**

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**00800**  
**SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Section 00700 General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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

**SC-1.04 Drawings**

The following Drawings are found in Attachment F:

Title: 58<sup>th</sup> Avenue Court SW Sanitary Sewer Improvements

Prepared By: City of Cedar Rapids Public Works

Date: 10/7/2016

Drawing list: A.01 Title Sheet; A.02 General Plan, Legend and Notes; C.01 Site Access Plan; D.01 Improvement Plan; D.02 Improvement Plan

**SC-2.05E Before Starting Construction**

Add the following paragraph as 2.05E:

In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work the CONTRACTOR shall examine and compare the drawings and specifications with information furnished by the OWNER, relevant field measurements made by the CONTRACTOR and any visible conditions at the Worksite affecting the Work.

**SC-3.03B Reporting & Resolving Discrepancies**

Add the following paragraph as 3.03B.2.e:

In descending order, change orders and addenda, including attachments thereto, shall take precedence over any other contract document.

**SC-3.03D Reporting & Resolving Discrepancies**

Add the following paragraph as 3.03D:

If the CONTRACTOR discovers any errors, omissions or inconsistencies in the Contract Documents, the CONTRACTOR shall promptly report them to the OWNER and the ENGINEER. It is recognized, however, that the CONTRACTOR is not acting in the capacity of a licensed design professional, and that the CONTRACTOR's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations. Following receipt of written notice from the CONTRACTOR of defects, the OWNER shall promptly inform the CONTRACTOR what action, if any, the CONTRACTOR shall take with regard to the defects.

**SC-3.03E Reporting & Resolving Discrepancies**

Add the following paragraph as 3.03E:

The CONTRACTOR shall have no liability for errors, omissions or inconsistencies discovered under the two preceding subparagraphs unless the CONTRACTOR knowingly fails to report a recognized problem to the OWNER and ENGINEER.

**SC-3.03F Reporting & Resolving Discrepancies**

Add the following paragraph as 3.03F:

The CONTRACTOR may be entitled to additional costs or time because of clarifications or instructions arising out of the CONTRACTOR's reports described in the three preceding subparagraphs.

**SC-3.03G Reporting & Resolving Discrepancies**

Add the following paragraph as 3.03G:

In any case of omissions or errors in figures, drawings or specifications, the CONTRACTOR shall immediately submit the matter to the ENGINEER for clarification. The ENGINEER's clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time or Price, or dispute resolution in accordance with contract terms.

**SC-5.01A Performance, Payment, and Other Bonds**

Delete the second sentence of paragraph 5.01.A and replace it with the following:

These Bonds shall remain in effect until four years after the Work is fully accepted by OWNER.

**SC-5.01F Performance, Payment, and Other Bonds**

Add the following to paragraph 5.01.F:

All electrical, mechanical, and plumbing Subcontractors will be required to submit to all bidding General Contractors prior to bidding a letter from their bonding company certifying the Subcontractor's ability to be bonded for this project if required.

**SC-5.03 Certificates of Insurance - See Attachment B of the RFB 58<sup>th</sup> Avenue Court SW Sanitary Sewer Improvements, #PUR1016-090**

**SC-6.01C Supervision and Superintendence**

Add the following paragraph as 6.01C:

The CONTRACTOR shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions. In such case, the CONTRACTOR shall not be liable to the OWNER for damages resulting from compliance with such instructions unless the CONTRACTOR recognized and failed to timely report to the OWNER any error, inconsistency, omission or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences or procedures.

**SC-6.01D Supervision and Superintendence**

Add the following paragraph as 6.01D:

The CONTRACTOR shall be responsible to the OWNER for acts or omissions of parties or entities performing portions of the Work for or on behalf of the CONTRACTOR or any of its Subcontractors. The CONTRACTOR shall permit only qualified persons to perform the Work. The CONTRACTOR shall enforce safety procedures, strict discipline and good order among persons performing the Work.

**SC-6.03 C Services, Material and Equipment**

A. The CONTRACTOR may be required to procure professional services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures for such

services specifically called for by the Contract Documents. The CONTRACTOR shall obtain these professional services and any design certifications required from licensed design professionals. All drawings, specifications, calculations, certifications and submittals prepared by such design professionals shall bear the signature and seal of such design professionals and the OWNER and the ENGINEER shall be entitled to rely upon the adequacy, accuracy and completeness of such design services. If professional services are specifically required by the Contract Documents, the OWNER shall indicate all required performance and design criteria. The CONTRACTOR shall not be responsible for the adequacy of such performance and design criteria. The CONTRACTOR shall not be required to provide such services in violation of existing laws, rules and regulations in the jurisdiction where the Project is located.

#### **SC-6.03 D Services, Material and Equipment**

Add the following paragraph:

- D. If the CONTRACTOR delivers a product or products under a Contract exceeding the Federal small purchase threshold (the simplified acquisition threshold established by 41 U.S.C. § 403 (11), currently \$100,000):
1. The CONTRACTOR agrees to deliver only a product or products that comply with the requirements of 49 U.S.C. §5323 (j) and FTA's Buy America regulations, 49 C.F.R. Part 661, unless the product or products are eligible for a waiver in accordance with those regulations.
  2. Before signing the underlying Contract, the CONTRACTOR is required to have submitted the appropriate Buy America certification.
  3. FTA does not specify the methods by which the CONTRACTOR complies with FTA's Buy America requirements and this does not require the CONTRACTOR to include or require the inclusion of federally mandated Buy American clauses in lower tier subcontract.

#### **SC-6.08 Permits**

Add the following paragraphs:

- A. Upon signature of the contract, and prior to receiving a Notice to Proceed, the CONTRACTOR and all SUBCONTRACTORS shall have an officer of the respective company sign a certification statement for the "Storm Water Discharge Associated with Industrial Activity for Construction Activities" form, which generally states:

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am being a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit."

- B. Right of Way Excavation Permits

1. Chapter 9.22 of the Cedar Rapids Municipal Code requires any person or firm making an excavation in the public street or alley right-of-way to obtain an Application for Public Right-of-Way Permit from the Engineering Division of the Public Works Department. Said Permit is required for the CONTRACTOR and shall list each SUBCONTRACTOR.
2. For City contracts, permit fees will be paid for interdepartmentally for each Application for Public Right-of-Way Permit required. The CONTRACTOR should not include permit fees in the contract bid. The CONTRACTOR is responsible for all activities associated with the subject

Permit, including but not limited to obtaining the permit, bonding, posting the permit, maintaining permit documentation, scheduling inspections and closing out the permit.

3. An Application for Public Right-of-Way permit shall be required before any work is started in the City of Cedar Rapids Public Right-of-Way.
4. In lieu of an Application for Public Right-of-Way Permit for each site on multiple-site projects, a monthly update shall be submitted at the first of each month. The update shall include the sites the CONTRACTOR plans to work at during that month along with the anticipated schedule.

#### **SC-6.09      Laws and Regulations**

Add the following paragraph:

- D. The CONTRACTOR shall be required to comply with the wage and labor requirements, and to pay minimum wages in accordance with the schedule of rates established by the United States Department of Labor. The schedule of rates is available from the OWNER upon request at 500 15<sup>th</sup> Avenue SW, Cedar Rapids, Iowa. Within thirty days after the award of this Contract, the CONTRACTOR/Subcontractor shall file a compliance report (Standard Form 100) if it has not submitted a completed compliance report within twelve months preceding the date of award. This report is required if the CONTRACTOR/Subcontractor meets all of the following conditions:
  1. CONTRACTOR/Subcontractors are not exempt based on 41 CFR 60-1.5.
  2. Has fifty (50) or more employees.
  3. Is a prime CONTRACTOR or first tier subcontractor.
  4. There is a Contract, subcontract or purchase order amounting to \$50,000 or more.

#### **SC-6.10      Taxes**

Items included in the Project are exempt from State of Iowa and Local Option Sales and Use Taxes. CONTRACTOR shall obtain sales tax exemption certificates from Iowa Department of Revenue. CONTRACTOR shall NOT include Sales and Use Tax in CONTRACTOR's bid. CONTRACTOR shall pay all other taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project that are applicable during the performance of the Work.

#### **SC-6.11      Use of Site and Other Areas**

Add the following to paragraph C:

If the CONTRACTOR fails to commence compliance with cleanup duties within two (2) business Days after written notification from the OWNER of non-compliance, the OWNER may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the CONTRACTOR in the next payment period.

#### **SC-6.13      Safety and Protection**

Add the following paragraphs:

- C. Drug Free Workplace: The City of Cedar Rapids seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse.
  - a. All CONTRACTORS and subcontractors shall have in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code Section 730.5 "Private sector drug free workplaces" and "A Guide to Workplace Testing in Iowa", latest update.
  - b. All CONTRACTORS and subcontractors shall be responsible for pre-employment drug screening of prospective employees.
  - c. Random testing is and shall be conducted in conformance with Iowa Code Section 730.5 – 8.a.

- D. Post-Accident Testing: The City requires that post accident testing be conducted in conjunction with any accident as described in Iowa Code Section 730.5 – 8.f. Drug testing shall be completed as soon as possible, but no later than 24 hours after the accident. Alcohol testing shall be completed as soon as possible, but no later than 8 hours after the accident. Testing shall occur on each contractor or subcontractor employee whose behavior 1) may have contributed to the accident or, 2) cannot be completely discounted as a contributing factor to the accident. Any employee injured in the accident shall also be tested.
- E. Weekly Safety Meetings: CONTRACTORS shall be required to have weekly safety meetings. Any person engaged in construction on a public improvement project shall possess a certificate of completion showing that said person has successfully completed a ten-hour Occupational Safety and Health Administration (OSHA 10) or a similar program for on-site employees which includes a course in construction safety and health. Any on-site employee found on a work site subject to this section without documentation of the successful completion of the course required shall be afforded fifteen days to produce such documentation before being subject to removal from the project.
1. Every worker employed in the performance of work under this contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors under this contract receive such training prior to performing any work on the project.
  2. The City will enforce this requirement as follows:
    - a. All contractors and subcontractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.
  3. Proof of completion may include but is not limited to:
    - a. copies of bona fide course completion card;
    - b. training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
    - c. other valid proof

**SC-6.17 Shop Drawings and Samples**

Add to the end of paragraph 6.17.D:

4. Number of Submittals Required
  - a. Samples: One
  - b. Shop Drawings: Four
  - c. Certifications: One
  - d. Test Results: One

**SC-7.01 Related Work at Site**

Add the following paragraph:

- C. The CONTRACTOR shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the OWNER or Others. Cutting, patching or altering the work of the OWNER or Others shall be done with the prior written approval of the OWNER. Such approval shall not be unreasonably withheld.

**SC-9.03 Resident Project Representative**

Add the following paragraph 9.03 to the General Conditions:

The OWNER will furnish a part-time Resident Project Representative (RPR). The duties, responsibilities, and limitation of the authority of the Resident Project Representative are listed below. The Resident Project Representative shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the OWNER. This service will in no way relieve the CONTRACTOR of complete supervision and inspection of the work or the CONTRACTOR's obligation

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for complete compliance with the drawings and specifications. The CONTRACTOR shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the Resident Project Representative are as follows:

A. Site Observations and Liaison with ENGINEER, OWNER and CONTRACTOR

1. Conduct onsite observations of the general progress of the work to assist ENGINEER in determining if the work is proceeding in accordance with the construction contract documents.
2. Serve as OWNER and ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent, and assist ENGINEER in providing interpretation of the construction contract documents. Transmit ENGINEER's clarifications and interpretations of the construction contract documents to the CONTRACTOR.
3. Assist OWNER and ENGINEER in serving as OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect OWNER's onsite operation.
4. As requested by ENGINEER, assist in obtaining from OWNER additional details or information when required at the jobsite for proper execution of the work.
5. Report to OWNER and ENGINEER, giving opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the CONTRACTOR's work and relating to compliance with drawings, specifications, and design concepts.
6. Advise ENGINEER and the CONTRACTOR or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by ENGINEER.
7. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
8. Observe pertinent site conditions when the CONTRACTOR maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the CONTRACTOR's claims for differing subsurface and physical conditions are supplemental services.
9. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents.
10. Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to OWNER for review and information.
11. Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to ENGINEER, as appropriate.

B. Outside Liaison

1. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the names of the inspectors, and the results of the inspections, and report to OWNER and ENGINEER.

C. Meetings, Reports, and Document Review and Maintenance

1. Attend the preconstruction conference, and assist OWNER and ENGINEER in explaining administrative procedures which will be followed during construction. ENGINEER shall prepare summary meeting notes and distribute to OWNER, RPR, and CONTRACTOR.

2. Schedule and attend monthly progress meetings, and other meetings with OWNER and the CONTRACTOR when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the project. CONTRACTOR shall prepare and distribute minutes of these meetings.
3. Submit to OWNER on a weekly basis, with a copy to ENGINEER, daily construction progress reports containing a summary of the CONTRACTOR's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems.
4. Report to OWNER and ENGINEER regarding work which is known to the Resident Project Representative to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise ENGINEER whether the work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.
5. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission, and forward them with recommendations to OWNER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work.
6. During the course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
7. Monitor CONTRACTOR's progress in creating record drawings. Information from the CONTRACTOR's record documents maintained by the CONTRACTOR will be used by the ENGINEER to produce a master set of documents conforming to construction records.
8. Review certificates of inspections, tests, and related approvals submitted by the CONTRACTOR as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the CONTRACTOR and does not extend to a determination of whether the CONTRACTOR has complied with all legal requirements.
9. Maintain the following documents at or near the jobsite.
  - a. Correspondence files.
  - b. Reports of jobsite conferences, meetings, and discussions among the ENGINEER, OWNER, and CONTRACTOR.
  - c. Submittals of shop drawings and samples.
  - d. Reproductions of original construction contract documents.
  - e. Addenda.
  - f. Change orders.
  - g. Field orders.
  - h. Additional drawings issued subsequent to execution of the construction contract documents.
  - i. Progress reports.
  - j. Names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
10. Maintain a daily diary or log book of events observed by the Resident at the jobsite, including the following information:
  - a. CONTRACTOR and subcontractor personnel on jobsite.
  - b. Construction equipment on the jobsite.
  - c. Observed delays and causes.
  - d. Weather conditions.
  - e. Data relative to claims for extras or deductions.

- f. Daily activities.
- g. Observations pertaining to the progress of the work.
- h. Materials received on jobsite.

The diary or log book shall remain the property of OWNER.

**D. Assistance in Certification of Substantial Completion**

1. Before ENGINEER issues a Certificate of Substantial Completion, assist the ENGINEER in preparing a list of items to be completed, or corrected, prior to ENGINEER issuing of Certificate of Substantial Completion to CONTRACTOR.
  2. Assist ENGINEER in conducting final inspection in the company of OWNER and the CONTRACTOR, and prepare a final list of items to be completed or corrected.
  3. Verify that all items on the final list have been completed or corrected, and make recommendations to ENGINEER concerning acceptance.

**E. Limitations of Authority**

Except upon written instructions of ENGINEER or OWNER, Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or Substitution of materials or equipment (including "or-equal" items).
2. Exceed the limitation of ENGINEER or OWNER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, suppliers, or CONTRACTOR's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures or CONTRACTOR's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of CONTRACTOR.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER or OWNER.
7. Accept Shop Drawing or Sample submittals. (The CONTRACTOR is to forward all shop drawings and other required submittals directly to the ENGINEER for logging, tracking, and review.)
8. Authorize OWNER to occupy the Project in whole or in part.

**SC-9.10 Limitations on ENGINEER's Authority and Responsibilities**

Delete "Except as noted in paragraph 14.05.A.1" from General Conditions 9.10.B.

**SC-13.02 Access to Work**

Add the following:

The CONTRACTOR shall facilitate the access of the OWNER, ENGINEER and Others to Work in progress.

**SC-13.07 Correction Period**

Amend the first line of paragraph 13.07.A to read as follows:

- A. "If within four years after the date of Final Acceptance by the OWNER or such longer period"

**SC-14.07 Final Payment and Acceptance**

Delete Paragraph 14.07.A3 in its entirety.

**SC-17.06 Professional Services**

The CONTRACTOR may be required to procure professional services in order to carry out its responsibilities for construction means, methods, techniques, sequences, and procedures for such services specifically called for by the Contract Documents. The CONTRACTOR shall obtain these professional services and any design certifications as required from a licensed Professional Engineer in the State of Iowa. All drawings, specifications, calculations, certifications, and submittals prepared by such design professionals shall bear the signature and seal of such licensed Professional Engineer, and the OWNER and Engineer of record on the project shall be entitled to rely upon the adequacy, accuracy, and completeness of such design services. If professional services are specifically required by the Contract Documents, the OWNER shall indicate all required performances and design criteria. The CONTRACTOR shall not be responsible for the adequacy of criteria provided by the OWNER. The CONTRACTOR shall not be required to provide professional services in violation of existing laws, rules and regulations in the jurisdiction where the project is located.

**SC-17.07 Site Clean-up**

The CONTRACTOR shall regularly remove debris and waste materials at the Worksite resulting from the Work. At the completion of the Work, the CONTRACTOR shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The CONTRACTOR shall minimize and confine dust and debris resulting from construction activities. If the CONTRACTOR fails to commence compliance with cleanup duties within two business days after written notification from the OWNER of non-compliance, the OWNER may implement appropriate cleanup measures without further notice and the cost of such measures shall be deducted for any amounts due or to become due to the CONTRACTOR in the next payment period.

**SC-18 - WORKING DAY INCENTIVE/DISINCENTIVE**

**SC-18.01B Completion Time and Allowable Working Days**

1. To run concurrently with all milestones, closure days, allowable calendar days and final completion dates, 15 Working Days shall be allowed for activities at 58<sup>th</sup> Ave Ct SW Sanitary Sewer Improvements.
2. The project working days shall occur within the following days:  
Early Start Date: Upon Contract Approval  
Late Start Date: November 28, 2016
3. Incentive/Disincentive Daily Rate for Working Day completion. The incentive/disincentive daily rate is the incentive or disincentive dollar amount per day specified below that will be applied to the contract for incentive payment or disincentive assessment. An incentive/disincentive daily rate of \$100 per working day will be applied to determine an incentive payment of up to a maximum of \$400 for use of less than the allowed number of working days and to determine a disincentive assessment for use of more than the allowed number of working days. Incentive will be paid at time of final payment.

Disincentive will be assessed at the time of monthly pay applications that cover any period during which allowable days were exceeded.

## **SC-18.02 Definitions**

- A. Critical Closure Activity. Critical closure activities are those activities specified below where traffic movements are adversely affected causing undue delay and operating costs. Construction surveying; excavation; removal and installation of sewer; backfill; pavement removal, installation, and overlay, pavement markings, and other unspecified activities that restrict continuous two way traffic are defined to be critical closure activities. Utility locates, surface grading and restoration outside the roadway, mobilization, and demobilization, and other unspecified activities will not be considered critical closure activities provided that they do not restrict continuous two way flow of traffic.
- B. Closure Day. A closure day is a calendar day during the critical closure activity. A closure day will be counted for each calendar day or portion of a calendar day during the critical closure activity. During the critical closure activity, work shall be performed during regular working hours as defined in Article 6 of the General Conditions. The number of closure days given assumes some delay caused by weather.

## **SC-18.03 Consideration for Extra Work or Delays**

- A. Closure day credits will not be given within the assigned critical closure activities. Additional closure days (working days) may be added when approved by the ENGINEER for extra work, overruns of contract items, or extraordinary circumstances. The basis for additional closure days (working days) as defined below is different than the basis for a change of contract time as defined in Article 12 of the General Conditions.
- B. Approved extra work or overruns of contract items that will delay the CONTRACTOR during critical closure activities must be documented and included in the critical path of the project on a revised schedule which is subject to the approval of the ENGINEER. An additional closure day (working day) may be added for each additional closure day (working day) caused by the approved extra work or overruns of contract items as shown on the revised schedule and approved by the ENGINEER.
- C. Extraordinary circumstances that delay the CONTRACTOR during critical closure (working days) activities must be documented by the CONTRACTOR and a written request for additional closure days must be submitted to the ENGINEER within 10 calendar days of the beginning of the delay. Additional closure days (working days) for extraordinary circumstances will not be allowed for the first five consecutive closure days of each delay caused by an extraordinary circumstance. The ENGINEER will approve or deny all requests for additional closure days (working days) resulting from extraordinary circumstances. Extraordinary circumstances shall be limited to the following.
  - 1. Adverse weather including rain, snow, wind, flood, extreme heat and the results thereof, such as inaccessibility or non-workability of materials, only if the CONTRACTOR is working or ready to work on the contract and the adverse weather conditions do not allow productive work on the critical path.
  - 2. Strikes not directed against the CONTRACTOR.
  - 3. Legal stoppages if they result from legal action against the OWNER or against the CONTRACTOR if not based on a specification violation.
  - 4. Procurement of material for the project is the sole responsibility of the CONTRACTOR. Late delivery will be considered an extraordinary circumstance only when the CONTRACTOR can show that orders were placed with a reliable supplier in sufficient time for materials to be delivered when needed and only when there is:
    - a. nationwide shortage; or
    - a. an Industry wide strike; or
    - b. transportation strike which delays the delivery of material; or
    - c. delays due to a change in material commitments when caused by a Federal emergency or order.

5. A suspension order may be issued if the project area is declared a disaster area and the disaster causes conditions that do not allow productive work.

**SC-18.04 Calendar Day Clarification**

- A. Calendar Day count shall start when the CONTRACTOR begins work and will continue until the completion of the entire project, including seeding, but not including seed germination. If the CONTRACTOR has not begun work by the late start date, the Calendar Day count shall commence on said date as if Work has begun and will continue to accrue.
- B. If all Work is complete except final seeding after the fall seeding window closes and before the spring seeding window of the following year opens per applicable specifications, the Calendar Day count will be suspended through the second Monday of March of a given year. The CONTRACTOR will be given free, non-charged Calendar Days until the first Monday of April of a given year to perform spring seeding window obligations.
- C. Calendar Days for Saturdays shall be charged effective the fourth Saturday of October of a given year, and be charged for subsequent Saturdays (in addition to the other days of the week) as long as Work (except seeding) is remaining to be completed.
- D. If Work is remaining except final seeding after the fourth Wednesday of November of a given year, Work and Calendar Days will be suspended and will resume the second Monday of March of a given year.

**END OF SECTION 00800**