

**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-1.01 ENGINEER's and OWNER's Consultants**

Insert the following after the definition of "ENGINEER's and OWNER's Consultants" in the General Conditions Paragraph 1.01:

Wherever ENGINEER's Consultants are referred to in the Contract Documents, the phrase shall be interpreted to mean ENGINEER's, ARCHITECT's and/or OWNER's Consultants.

The following are OWNER's Consultants on the Project:  
Norton and Schmidt Consulting Engineers, LLC

**SC-1.04 Drawings**

The following Drawings are part of the Contract Documents Incorporated by Reference (bound separately):

Title: Ellis Pool Concrete Repairs  
Prepared By: Norton & Schmidt Consulting Engineers, LLC  
Date:  
Drawing list:  
0 Cover Sheet  
S1 – S5 Project Site Plans  
P1 Utility Repair 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-2.08 Vendor Registration**

A. The CONTRACTOR shall have a Vendor Registration Certificate on file with the City of Cedar Rapids a minimum of ten days before the submission of the first Application for Payment.

**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-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-6.02B Labor; Working Hours**

Add the following new paragraphs to the end of paragraph 6.02.B. in the General Conditions:

**AFFIRMATIVE ACTION PROGRAM COMPLIANCE:** The CONTRACTOR must comply with the requirements of the Affirmative Action Program of the City of Cedar Rapids, Iowa.

The CONTRACTOR shall also comply with the following Bid item attachments:

1. Equal Employment Opportunity/Non-Discrimination Policy Statement
2. Non-Collusion Affidavit

If the CONTRACTOR, to whom the Contract is awarded, does not have a current approved Equal Employment Opportunity certificate on file with the City of Cedar Rapids (certificate valid for one year), the CONTRACTOR shall submit a written Affirmative Action Program to the City of Cedar Rapids. This Affirmative Action plan shall be submitted a minimum of one month in advance of the CONTRACTOR's first Application for Payment submittal. The CONTRACTOR shall not submit the first Application for Payment until receiving approval from the Equal Employment Opportunity Officer. Delays in submitting an acceptable Affirmative Action Program will not be considered as reasons for extension of the Contract completion date. The model for an Affirmative Action Program is available at the Equal Employment Opportunity Officer's office.

The CONTRACTOR shall furnish all information and reports required by the Equal Employment Opportunity Officer pursuant to Affirmative Action requirements and shall permit access to all books, accounts, and those records relevant to investigation to show compliance with the City's Affirmative Action Program-Contract Compliance Provisions.

1. CONTRACTOR COMPLIANCE

- a. The Equal Employment Opportunity Officer will notify the CONTRACTOR and request equal opportunity reporting documents to be completed and as soon as practical.
- b. The Equal Employment Opportunity Officer will make a compliance determination on the above materials and if found to be acceptable, the Officer will send a letter of recommendation certifying the CONTRACTOR's, vendor's or Supplier's eligibility to be awarded a Contract. Copies of the letter will be sent to the appropriate department, the City Clerk, the Mayor, the City Council and the CONTRACTOR.
- c. Unless granted an exemption, all contractors, subcontractors, vendors and suppliers will be subject to the reporting requirements stipulated in the City's Affirmative Action Program. The Equal Employment Opportunity Officer is responsible for the enforcement of these requirements.

2. Exceptions

- a. The Equal Employment Opportunity Officer will make every effort possible to obtain the required information within the time specified. Recommendations on the CONTRACTOR's, Subcontractor's, vendor's and supplier's compliance status will be followed under procedures outlined in 1. (c) above.
- b. When the Equal Employment Opportunity Officer has determined that the CONTRACTOR's EEO report is insufficient, the documents will be returned to the CONTRACTOR with recommendations to correct the deficiencies. The OWNER's Contract representative will be notified when the CONTRACTOR has been requested to submit additional support data. When the corrective action has been taken, the CONTRACTOR will be certified for eligibility to submit Applications for Payment.

- c. If the CONTRACTOR has not complied with the requirements for equal opportunity in a reasonable period of time, the Equal Employment Opportunity Officer will make recommendations to the Mayor and the City Council as authorized in Part 2, City's Affirmative Action Program-Contract Compliance Provisions.
- d. If an apparent low bidder has submitted an acceptable Affirmative Action Program for a prior contract and has a current approved Equal Employment Opportunity certificate on file with the City of Cedar Rapids (certificate valid for one year), the Equal Employment Opportunity Officer will exempt the low bidder from submitting a written Affirmative Action Plan under this Contract.

**SC 6.02C Labor; Working Hours**

Delete the following (last) sentence from Paragraph 6.02C:

“However, if this Work and the resident project representative’s presence on the job is the result of a requirement of the Contract Documents and not a convenience to the CONTRACTOR, this shall not apply.

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

- B. 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. The CONTRACTOR shall obtain a parking lot permit from the City of Cedar Rapids Building Department. Fees shall be waived for this permit.
- C. City of Cedar Rapids construction projects consisting of one or more acres of land disturbance are regulated by EPA NPDES Construction General Permit No. 2 (CG2). The CG2 authorizes storm water discharges from these construction activities. The goal of the CG2 is to reduce or eliminate storm water pollution from construction activities by requiring the CONTRACTOR to plan and implement appropriate pollution control practices to protect water quality. The CG2 is administered by the Iowa Department of Natural Resources (IDNR) subject to federal NPDES requirements.
  - 1. CG2: CONTRACTOR shall be responsible for obtaining a Storm Water CG2. All fees required to obtain the CG2 shall be the responsibility of the CONTRACTOR.
  - 2. Public Notice: CONTRACTOR is responsible to complete all public notices in accordance with the CG2.
  - 3. Notice of Intent: The EPA requires that CONTRACTORS, Subcontractors, and the OWNER are to file the Notice of Intent (NOI) as co-permittees. The CONTRACTOR and Subcontractors are the day-to-day operators and responsible for Storm Water Pollution Prevent Plan (SWPPP) and CG2 compliance. Although the OWNER does not have day-to-day operational control of the project site, it has CONTRACTOR oversight and CG2 compliance responsibility as the landowner and having control over Plans and Specifications. Prior to filing the NOI, the Contractor is required to prepare and submit a SWPPP containing Best Management Practices (BMP) to reduce runoff from areas of soil disturbance. The SWPPP requires OWNER approval. The storm water permitting process is required to be completed prior to construction commencement.
  - 4. Inspection/Corrective Action: Inspection shall be included in the SWPPP submitted with the CG2. OWNER inspection shall include one weekly dry weather inspection and storm event inspections within 2 business days of a 0.50 inch or greater rain event and include any other provisions necessary to ensure compliance by the contractor with the CG2. CONTRACTOR shall be responsible for all other inspections and all corrective actions. CONTRACTOR inspections required by the CG2 must be conducted weekly and within 24 hours of the end of a 0.50 inch or greater rain event. All corrective action shall be completed no later than two days, unless stated otherwise, after recognition of problem or receipt of a Notice of Violation.
  - 5. Notice of Discontinuation: The CONTRACTORS Notice of Discontinuation (NOD) filing is shall be approved by the OWNER prior to filing with the IDNR. Once the NOD is approved by the OWNER the CONTRACTOR shall submit the NOD to the IDNR in accordance with the CG2. Completion of the Final Contract Punch List/Final Inspection does not relieve the CONTRACTOR of continued compliance under the SWPPP and General Permit. Expiration of the contract warranty period does not relieve the CONTRACTOR of continued compliance under the SWPPP and General Permit.

#### D. 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.
1. 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.
  2. All CONTRACTORS and subcontractors shall be responsible for pre-employment drug screening of prospective employees.
  3. 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-9.10 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 one year 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-18.02 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 (calendar 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 (calendar 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 (calendar day) may be added for each additional closure day (calendar 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 (calendar 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 (calendar 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 (calendar 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**