City of Hailey, Idaho

Public Works Department
115 S. Main St, Hailey, ID 83333
(208) 788-9830

Contract Documents and Specifications

WASTEWATER TREATMENT PLANT IMPROVEMENTS STANDBY GENERATOR PROJECT

September, 2020

Prepared by:

HDR Engineering, Inc.
412 E. Parkcenter Blvd, Suite 100
Boise, ID 83706
(208) 387-7000

DC Engineering, Inc.
440 E. Corporate Dr, Suite 103
Meridian, ID 83642
(208) 288-2181
INVITATION TO BID

The City of Hailey, Idaho, is accepting sealed bids at the office of the City Clerk, 115 Main St. S, Hailey, Idaho 83333, until 2:00 p.m., local time, Wednesday, September 23, 2020, for the following project:

STANDBY GENERATOR FOUNDATION

At 2:00 p.m. on the same day, all bid proposals will be opened publicly and read aloud in the Hailey City Hall council chambers.

The proposed Work includes

The contract documents, plans and specifications may be obtained at the City of Hailey Public Works Department, 115 Main St. S, Hailey, Idaho 83333. The contract documents, plans and specifications may also be obtained via email by contacting Tracy Anderson at the City of Hailey: (208) 788-9830 x17 or tracy.anderson@haileycityhall.org. Questions regarding the contract documents or scope of work should be submitted in writing to tracy.anderson@haileycityhall.org.

Bidders must hold a valid Idaho Public Works License prior to the bid due date. Bidders must submit a list of all subcontractors with their bid.

Any objections to the contents or terms of the contract documents, plans and specifications shall be raised no later than three (3) days prior to the bid opening date and time.

The City of Hailey reserves the right to reject any and all bids.

______________________________
Mary Cone, City Clerk

Publish September 9, 2020 and September 16, 2020
INSTRUCTIONS TO BIDDERS

BID PROPOSALS

The City of Hailey, Idaho, is accepting sealed bids at the office of the City Clerk, 115 Main St. S, Hailey, Idaho 83333, until 2:00 p.m., local time, Wednesday, September 23, 2020, for the following project:

STANDBY GENERATOR PAD AT HAILEY WASTEWATER PLANT

At 2:00 p.m. on the same day, all bid proposals will be opened publicly and read aloud in the Hailey City Hall council chambers.

The contract documents, plans and specifications may be obtained at the City of Hailey Public Works Department, 115 Main St. S, Hailey, Idaho 83333. The contract documents, plans and specifications may also be obtained via email by contacting Tracy Anderson at the City of Hailey: (208) 788-9830 x17 or tracy.anderson@haileycityhall.org. Questions regarding the contract documents or scope of work should be submitted in writing to tracy.anderson@haileycityhall.org.

The Bidder must hold a valid Idaho Public Works License prior to the bid due date. The Bidder must submit a list of all subcontractors with their BID PROPOSAL.

The BID PROPOSAL must be submitted in a sealed envelope, plainly marked on the outside as:

“BID FOR STANDBY GENERATOR PAD”

If forwarded by mail, the sealed envelope containing the BID PROPOSAL must be enclosed in another envelope addressed to the HAILEY PUBLIC WORKS DEPARTMENT, in care of the receiving office.

The BID PROPOSAL must be made on the required BID FORM. All blank spaces for bid prices must be filled in, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The CITY OF HAILEY may waive any informalities or minor defects or reject any and all BID PROPOSALS. Any BID PROPOSAL may be withdrawn prior to the above scheduled time for the opening of BID PROPOSALS or authorized postponement thereof. Any BID PROPOSAL received after the time and date specified shall not be considered. No Bidder may withdraw a BID PROPOSAL within 20 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CITY OF HAILEY and the Bidder.

The Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of the Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to the Bidder’s BID PROPOSAL. The Bidder must satisfy themselves of the accuracy of any estimated quantities in the BID PROPOSAL by examination of the site and a review of the drawings and specifications including ADDENDA. The quantities shown in the BID PROPOSAL are estimated quantities and are given solely for the purpose of facilitating the comparison of Proposals. All computations of the Contractor's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities. After BID PROPOSALS have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. Any objections to the contents or terms of the contract documents, plans and specifications shall be raised no later than three (3) days prior to the bid opening date and time.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the CITY OF HAILEY, or any other person, shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the AGREEMENT.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the CITY OF HAILEY, will be required for the faithful performance of the contract. Attorneys-in-fact who sign PERFORMANCE BONDS or PAYMENT BONDS must file with each bond a certified and effective dated copy of their power of attorney.

A conditional or qualified BID PROPOSAL will not be accepted.

The CITY OF HAILEY reserves the right to reject any or all BID PROPOSALS, and to postpone the award of the CONTRACT for a period not to exceed thirty (30) days.
SUCCESSFUL BIDDER, NOTICE-OF-AWARD, EXECUTION OF AGREEMENT, and NOTICE-TO-PROCEED

The Bidder to whom the CITY OF HAILEY issues a NOTICE-OF-AWARD is deemed the “Successful Bidder.”

The CITY OF HAILEY may make such investigations as deemed necessary to determine the ability of the Successful Bidder to perform the WORK, and the Successful Bidder shall furnish to the CITY OF HAILEY all such information and data for this purpose as the CITY OF HAILEY may request. The Successful Bidder shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS, if requested to do so by the CITY OF HAILEY. The CITY OF HAILEY reserves the right to reject any the Successful Bidder’s BID PROPOSAL if the evidence submitted by, or investigation of, the Successful Bidder fails to satisfy the CITY OF HAILEY that the Successful Bidder is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

The CITY OF HAILEY shall include with the NOTICE-OF-AWARD the necessary agreement and bond forms. Within seven (7) calendar days from the date when the NOTICE-OF-AWARD is delivered to the Successful Bidder, the Successful Bidder will be required to execute the AGREEMENT and provide the acceptable PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATE OF INSURANCE. If the Successful Bidder is unable to execute the AGREEMENT, as described, the CITY OF HAILEY may consider the Successful Bidder in default.

The CITY OF HAILEY, within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATE OF INSURANCE, and AGREEMENT, signed by the Successful Bidder to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return an executed duplicate of the AGREEMENT to the Successful Bidder. Should the CITY OF HAILEY not execute the AGREEMENT within this ten (10) day period, the Successful Bidder may, by written notice, withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY OF HAILEY. Upon execution of the AGREEMENT, the Successful Bidder is deemed the “CONTRACTOR.”

The CITY OF HAILEY shall issue the NOTICE-TO-PROCEED immediately following execution of the AGREEMENT by the CITY OF HAILEY. Should there be reasons why the NOTICE-TO-PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the CITY OF HAILEY and CONTRACTOR. If the NOTICE-TO-PROCEED has not been issued within sixty (60) days of the bid opening or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout as if written therein in full.

PROJECT DESCRIPTION

The proposed Work includes: construction of a 10'-0" wide by 24'-6" long by 3' deep concrete pad for later installation of a standby generator. Miscellaneous associated work includes: demolition of an existing concrete fuel containment pad and two bollards. Work to be completed 30 days after notice to proceed.

This is a lump sum price basis project and the Contractor shall verify and confirm all quantities. Refer to the Bid documents for additional information.

Construction MUST be completed before the date specified in the agreement or liquidated damages will be enforced. The successful Contractor will be responsible for providing a work schedule with one week increments, and diligently following said schedule. The Contractor shall schedule a pre-construction meeting with the OWNER, to be held prior to commencing construction.

Questions regarding the contract documents or scope of work should be submitted in writing to tracy.anderson@haileycityhall.org.

PROJECT SPECIFICATION

This project’s specifications are as noted on the CONSTRUCTION DRAWINGS, the most current edition of the City of Hailey Standard Drawings and Specifications, and the Idaho State Public Works Construction Standard Specifications.
BID FORM

PROJECT IDENTIFICATION:

CITY OF HAILEY
STANDBY GENERATOR PAD AT HAILEY WASTEWATER PLANT

THIS BID IS SUBMITTED TO:

City of Hailey
115 Main St. S
Hailey, ID  83333

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY OF HAILEY 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.

2.01 The undersigned Bidder accepts all of the terms and conditions of the Advertisement and/or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the opening of Bid Proposals, or for such longer period of time that Bidder may agree to in writing upon request of the CITY OF HAILEY.

3.01 In submitting this Bid, the undersigned Bidder represents, as set forth in the AGREEMENT, that:

   A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

      Addendum No.  Addendum Date  Initial
      ______________  ______________  ____
      ______________  ______________  ____
      ______________  ______________  ____

   B. The Bidder has visited the project site and become familiar with and is satisfied as to the general, local and project site conditions that may affect cost, progress, and performance of the WORK.

   C. The Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the WORK.

   D. The Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the project site. The Bidder acknowledges that the CITY OF HAILEY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.

   E. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
F. The Bidder is aware of the general nature of work to be performed by the CITY OF HAILEY and others at the project site that relates to the WORK as indicated in the Bidding Documents.

G. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the project site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. The Bidder has given the City of Hailey Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City of Hailey Engineer is acceptable to the Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the WORK for which this Bid is submitted.

4.01 The Bidder further represents that 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 agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; The Bidder has not solicited or induced any individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the CITY OF HAILEY.

4.02 Construction Schedule Coordination: The Bidder, after receipt of NOTICE-TO-PROCEED, shall coordinate with the City of Hailey Engineer to verify the proposed construction start date as indicated in the Agreement. The Contractor shall schedule a pre-construction meeting with the City of Hailey Engineer, to be held prior to commencing construction.

5.01 LUMP SUM BID: The Bidder will complete the WORK in accordance with the Contract Documents for the following price:

PROJECT: STANDBY GENERATOR PAD AT HAILEY WASTEWATER PLANT

LUMP SUM BID PRICE: $____________________________.

LUMP SUM AMOUNT WRITTEN IN WORDS

__________________________________________________________________________________________ Dollars

6.01 The Bidder agrees that the WORK will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the AGREEMENT.

6.02 The Bidder accepts the provisions of the AGREEMENT as to liquidated damages in the event of failure to complete the WORK within the times specified above, which shall be stated in the AGREEMENT.

7.01 The following information is included in this bid package:

A. Instructions to Bidders
B. Bid Form
C. Notice of Award
D. Agreement
E. Payment Bond
F. Performance Bond
G. Certificate of Insurance
H. Notice to Proceed
I. Drawings by HDR Inc. and DC Engineering, Inc. dated September 8, 2020 titled “Standby Generator Pad at Hailey Wastewater Plant”

7.02 The following documents are attached to and made a condition of this Bid:

A. The Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract; and

B. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

C. The Bidder and the Bidder's subcontractors must hold a valid Idaho Public Works License prior to the bid due date. The Bidders must submit a list of all subcontractors with their bid.

SUBMITTED on ________________, 2020.

Idaho Public Works Contractor License No__________________________.

Expiration Date ________________________________.

If Bidder is:

An Individual

Name (typed or printed): ________________________________

By: ________________________________ (SEAL)

(Individual's signature)

Doing business as: ________________________________

Business address: ________________________________

Phone No.: __________________ FAX No.: __________________
A Partnership

Partnership Name: ________________________________ (SEAL)

By: ____________________________
   (Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________

Business address: ________________________________

______________________________________________

Phone No.: _______________    FAX No.: _______________

A Corporation

Corporation Name: ________________________________ (SEAL)

By: ____________________________
   (Signature -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________

   (CORPORATE SEAL)

Attest ____________________________
   (Signature of Corporate Secretary)

Business address: ________________________________

______________________________________________

Phone No.: _______________    FAX No.: _______________

State of Incorporation: ________________________________

Date of Qualification to do business is ________________________________.
A Joint Venture

Joint Venturer Name: ________________________________________________ (SEAL)

By: ____________________________________________________________

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): __________________________________________

Title: __________________________________________________________

Business address: ________________________________________________

_______________________________________________________________

Phone No.: ______________________  FAX No.: ______________________

Joint Venturer Name: ______________________________________________ (SEAL)

By: ____________________________________________________________

(Signature -- attach evidence of authority to sign)

Name (typed or printed): __________________________________________

Title: __________________________________________________________

Business address: ________________________________________________

_______________________________________________________________

Phone No.: ______________________  FAX No.: ______________________

Phone and FAX Number, and Address for receipt of official communications:

_______________________________________________________________

_______________________________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)
A Limited Liability Company

Limited Liability Company Name: ______________________________ (SEAL)

By: ______________________________
    (Signature -- attach evidence of authority to sign)

Name (typed or printed): ______________________________

Title: ______________________________

Attest ______________________________
    (Signature of Member/Manager)

Business address: __________________________________________

________________________________________________________

Phone No.: ____________________    FAX No.: ____________________

State of Organization: ______________________________

Date of Qualification to do business is ________________________.
NOTICE OF AWARD

TO: __________________________

(BIDDER)

ADDRESS: __________________________

Contract: STANDBY GENERATOR PAD AT HAILEY WASTEWATER PLANT

(Insert name of Contract as it appears in the Bidding Documents)

Project: City of Hailey Standby Generator Pad at Hailey Wastewater Plant

OWNER's Contract No. N/A

You are notified that your Bid dated _________________, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the Standby Generator Pad at Hailey Wastewater Plant project.

The Contract Price of your Contract is ________________________________ ($_______________)

One (1) copy of the proposed Contract Documents and one (1) copy of the Construction Drawings accompany this Notice of Award.

You must comply with the following conditions upon receipt of this Notice of Award.

1. Deliver to the CITY OF HAILEY one (1) fully executed copy of the Contract Documents within seven (7) calendar days of this Notice of Award.

2. Deliver with the executed Contract Documents the Contract security (Bonds) and Certificate of Insurance as specified in this document within seven (7) calendar days of this Notice of Award.

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute
3. (List other conditions precedent).

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

Within ten (10) calendar days after you comply with the above conditions, the CITY OF HAILEY will return to you one fully executed counterpart of the Contract Documents.

City of Hailey
(OWNER)

By:
(AUTHORIZED SIGNATURE)

Mayor
(TITLE)
AGREEMENT

This AGREEMENT, made this __________ day of __________________, 2020, by and between the City of Hailey, Idaho, hereinafter called “CITY OF HAILEY” and __________________________________, hereinafter called “CONTRACTOR”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:
   
   STANDBY GENERATOR PAD AT HAILEY WASTEWATER PLANT.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.

3. The CONTRACTOR will commence work no later than 30 days after Notice to Proceed. All work must achieve final completion by 45 days after Notice to Proceed (“Date of Final Completion”), unless otherwise extended by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:

   $ ____________________________
   (write in letters)   ____________________________
   (insert numbers)

   as shown in the submitted BID PROPOSAL.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

5.01 INSTRUCTIONS TO BIDDERS
5.02 BID FORM
5.03 NOTICE OF AWARD
5.04 AGREEMENT
5.05 PAYMENT BOND
5.06 PERFORMANCE BOND
5.07 CERTIFICATE OF INSURANCE
5.08 NOTICE TO PROCEED
5.09 DRAWING BY HDR ENGINEERING DATED SEPTEMBER 8, 2020 TITLED “STANDBY GENERATOR PAD AT HAILEY WASTEWATER PLANT”
5.10 CITY OF HAILEY STANDARD DRAWINGS AND SPECIFICATIONS
5.11 IDAHO STATE PUBLIC WORKS CONSTRUCTION STANDARD SPECIFICATIONS

6. Retainage. The CITY OF HAILEY will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five-percent (5%) retainage will be held from each payment. Retainage will be released upon Certification of Substantial Completion.

7. Liquidated Damages. The CITY OF HAILEY and CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY OF HAILEY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the CITY OF HAILEY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY OF HAILEY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY OF HAILEY five hundred dollars ($500.00) for each day that expires after the Date of Final Completion, or any proper extension thereof granted by the CITY OF HAILEY.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, deemed an original on the date first above written.
OWNER:

CITY OF HAILEY, IDAHO

BY: ______________________________

(SEAL)

Martha Burke, Mayor

ATTEST:

______________________________

Mary Cone, Clerk

CONTRACTOR:

______________________________

BY: ______________________________

Title: ______________________________

Address: ______________________________

(SEAL)

ATTEST:

______________________________

Name: ______________________________ (Type or Print)

Title: ______________________________
Payment Bond

Any singular reference to Contractor, Surety, Owner (CITY OF HAILEY) or other party shall be considered plural where applicable.

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

OWNER (Name and Address):

CONTRACT
Date:  Amount:  Description (Name and Location):

BOND
Date (Not earlier than Contract Date):  Amount:  Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL  SURETY
Company:  Company:  (Corp. Seal)  (Corp. Seal)
Signature:  Signature:  
Name and Title:  Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL  SURETY
Company:  Company:  (Corp. Seal)  (Corp. Seal)
Signature:  Signature:  
Name and Title:  Name and Title:  

1. The CONTRACTOR and the 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 Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
   2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors
2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety’s expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety’s total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any 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 Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, 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 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 addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. 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 Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the 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.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.
Performance Bond

Any singular reference to Contractor, Surety, Owner (CITY OF HAILEY) or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL
Company:
(Corp. Seal)
Signature: ____________________________
Name and Title: ____________________________
(Attach Power of Attorney)

SURETY
Company:
(Corp. Seal)
Signature: ____________________________
Name and Title: ____________________________

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company:
(Corp. Seal)
Signature: ____________________________
Name and Title: ____________________________

SURETY
Company:
(Corp. Seal)
Signature: ____________________________
Name and Title: ____________________________
1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

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

   3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default

   3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

   3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

      3.3.1. The Surety in accordance with the terms of the Contract;

      3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. 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:

   4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract;

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

   4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

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

      4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

      4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

   6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

   6.2. 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 4; and

   6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the 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, or successors.

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

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

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

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

12. Definitions.

   12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of 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 Contract.

   12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

   12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

   12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.
NOTICE TO PROCEED

Dated __________________________

TO ________________________________

(CONTRACTOR)

ADDRESS: __________________________

________________________________________________________________________

Contract: STANDBY GENERATOR PAD AT HAILEY WASTEWATER PLANT

(Insert name of Contract as it appears in the Contract Documents)

You are hereby notified to commence WORK on __________________________ in accordance with the AGREEMENT, and you are to complete the WORK by __________________________, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

You are required to return an acknowledged copy of this NOTICE-TO-PROCEED to the CITY OF HAILEY.

Dated this ______ day of ______________________, 2020.

CITY OF HAILEY

(OWNER)

By: ______________________________________

(AUTHORIZED SIGNATURE)

MARTHA BURKE, MAYOR

(TITLE)

________________________________________________________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this ___________ day of ______________________, 2020 by: ________________________________

(Contractor)

By: ______________________________________

Title: _____________________________________
Drawings For
City of Hailey
Wastewater Department

GENERATOR REPLACEMENT

Construction Drawings
HDR Project No.
000000000211869
SEPTEMBER 2020

LOCATION MAP
EXISTING GENERATOR TO BE REMOVED BY OWNER
EXISTING FUEL TANK TO BE REMOVED BY OWNER.
CONTAINMENT CONCRETE TO BE REMOVED & DISPOSED OF BY CONTRACTOR.

GENERAL NOTES:
1. SUBGRADE AND PAVING: PAVED AREA BASE SHALL BE CRUSHED AGGREGATES PER ISPWC SECTION 802. PLANT MIX AGGREGATES FOR CLASS III MIX PER ISPWC SECTION 803. ASPHALT SHALL BE PER ISPWC SECTION 805. PLANT MIX PAVEMENT SHALL BE FOR A CLASS III MIX PER ISPWC SECTION 810. MEASUREMENT AND PAYMENT FOR AGGREGATES AND ASPHALT SHALL BE LUMP SUM AND INCLUDED IN THE OVERALL PROJECT PRICE.

NOTE:
BASE COURSE GRAVEL SHALL CONSIST OF A MINIMUM OF 12 INCHES OF SUBGRADE COURSE MATERIAL AND A MINIMUM OF 16 INCHES OF CRUSHED SURFACE BASE COURSE MATERIAL AS SPECIFIED IN GENERAL NOTE 1.

DATE
8/31/2020

REVIEW SET
9/8/2020

EXISTING GENERATOR SITE PHOTO
ISSUED FOR BID
9/8/2020

EXISTING GENERATOR TO BE REMOVED BY OWNER.
CONTAINMENT CONCRETE TO BE REMOVED & DISPOSED OF BY CONTRACTOR.

NEW CONCRETE AROUND NEW GENERATOR

NEW HOT MIX ASPHALT
NEW BASE COURSE GRAVEL, SEE NOTE.
GENERAL NOTES

1.5% OF ENTRAINED AIR.

EXECUTION

GRADE 36, UNO.

GRADE I. TESTING AGENCY LABORATORY

8/31/2020

8/26/2020 1:59:23 PM

T F T I F E E

89x54 to 281x164

A.

ALL WORK AND MATERIALS SHALL COMPLY WITH THE LATEST RULES, CODES, AND SPECIFICATIONS. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF SHOP DRAWINGS PRIOR TO SUBMISSION TO THE LATEST RULES, CODES, AND SPECIFICATIONS. CONTRACTOR SHALL NOTIFY THE ARCHITECT/STRUCTURAL ENGINEER IN WRITING OF ANY DISCREPANCIES. DRAWINGS AND SUBMITTALS SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CONSULTANTS SHALL NOT BE BACK CHARGED OR WITHHOLD PAYMENT FOR ANY DRAWINGS OR SUBMITTALS THAT ARE NOT IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

1.4 LICENSE FEES AND PERMITS

LICENSE FEES AND PERMITS FOR SPECIAL INSPECTIONS, LABORATORY TESTING, AND OTHER FEES WHICH MAY BE REQUIRED BY THE BUILDING CODES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

1.5 CONDITIONS AT SITE

CONDITIONS AT SITE ARE SHOWN ON THE CONTRACT DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND FOOTING EXCAVATIONS BEFORE CONCRETE OR REINFORCING STEEL IS PLACED. THE GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE THE SITE PREPARATION AND FOOTING EXCAVATIONS. ALL EXCAVATIONS WITHIN BUILDING PERIMETER SHALL BE COMPLETED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE PROPER SITE DRAINAGE AND DEWATERING PRACTICES FOR INCOMPLETENESS, LACK OF COORDINATION WITH OTHER PORTIONS OF THE PROJECT, OR FAILURE TO MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

1.6 REFERENCE PLANS

REFERENCES TO OTHER PLANS OR SPECIFICATIONS ARE SHOWN WHEREVER NECESSARY. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF THESE DRAWINGS WITH THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND CRIBBING AS NEEDED AT THE SITE TO PREVENT SUFFOCATION OF WORKERS OR DAMAGE TO EQUIPMENT.

1.7 GUARANTEE

CONSTRUCTION DOCUMENTS ARE NOT GUARANTEES OF CONSTRUCTION. OBSERVATIONS DO NOT GUARANTEE COMPLIANCE. OBSERVATIONS ARE MAKING DETERMINATIONS AND ARE NOT CONTRACTUAL.

1.8 DEFERRED AND SHOP DRAWING SUBMITTALS

CONTRACTOR SHALL REVIEW AND STAMP SHOP DRAWINGS PRIOR TO SUBMISSION TO THE LATEST RULES, CODES, AND SPECIFICATIONS. SHOP DRAWINGS AND SHOP DRAWING SUBMITTALS SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CONSULTANTS SHALL NOT BE BACK CHARGED OR WITHHOLD PAYMENT FOR ANY SHOP DRAWINGS OR SUBMITTALS THAT ARE NOT IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

1.9 WORKSHEET

A.

B.

C.

D.

E.

F.

G.

H.

I.

J.

K.

L.

M.

N.

O.

P.

Q.

R.

S.

T.

U.

V.

W.

X.

Y.

Z.

CONT CONTINUOUS

CLR CLEAR

GEN GENERAL (NOTES)

INT INTERIOR

N NORTH

S-03 CONCRETE - TYP DETAILS

SHEET FILENAME

SHEET

SOURCE

DATE

DESCRIPTION

PROJECT MANAGER

SHEET NUMBER

PAGES

REV.

ENGINEERING

SCALE

REFERENCE PLANS

GENERAL NOTES

ABBRIVATIONS

Table 1705.2.3

PART 1 - GENERAL NOTES

SPECIAL INSPECTIONS AND STRUCTURAL OBSERVATIONS

QUALIFICATIONS OF INDEPENDENT AGENCY ACCEPTABLE TO THE INSPECTOR ARE REQUIRED FOR DRAWING REVIEW AND LABORATORY TESTING.

QUALIFICATIONS

ACCRUAL OF PAYMENT TO THE CONTRACTOR SHALL BEGIN WITH APPROVAL BY THE TESTING TECHNICIAN OF ALL DRAWINGS AND SUBMITTALS. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF SHOP DRAWINGS PRIOR TO SUBMISSION TO THE LATEST RULES, CODES, AND SPECIFICATIONS. SHOP DRAWINGS AND SHOP DRAWING SUBMITTALS SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CONSULTANTS SHALL NOT BE BACK CHARGED OR WITHHOLD PAYMENT FOR ANY SHOP DRAWINGS OR SUBMITTALS THAT ARE NOT IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

PART 2 - MATERIALS AND DESIGN CRITERIA

CONCRETE:

Concrete is designed based on a 28-day strength of 3000 PSI.

Cementitious Materials:

Cementitious materials such as fly ash, slag, silica fume, and other admixtures are permitted to be used. The use of admixtures shall be approved by the Architect/Structural Engineer.

Part II of the Contract Documents contains the requirements for the use of admixtures. The use of admixtures shall be approved by the Architect/Structural Engineer.

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Part II of the Contract Documents contains the requirements for the use of admixtures. The use of admixtures shall be approved by the Architect/Structural Engineer.
NOTES:
1. COORDINATE EXACT GENERATOR LOCATION WITH OWNER.
2. CONCRETE TO HAVE 28'-6" COMRESSIVE STRENGTH, f'c = 4500 PSI MIN AND MAX W/CM RATIO OF 0.40
3. BOLLARD, TYP SEE S-02
4. DENOTES BLOCKOUT FOR ELECTRICAL STUB-UP
5. #5 BARS AT 12" OC EACH WAY, TOP AND BOTTOM
6. (4) #5 BARS CONT AT PERIMETER
7. GENERATOR, COORDINATE ANCHORAGE WITH EQUIPMENT SUBMITTAL, MIN 1/2" DIA x 6" EMBED ANCHOR BOLT AT EACH HOLE (12 TOTAL)
8. PROVIDE EXPANSION JOINT AT CONCRETE PAVING ASPHALT OR CONCRETE PAVERS
9. SLOPE CONCRETE 1" ABOVE PAVING UNDISTURBED SOIL
3000 PSI CONCRETE
NOTE: LOCATE ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATING FOR FOUNDATION.

NOTE:
1. LOCATE ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATING FOR FOUNDATION.

LEGEND
GENERAL
DETECTIVE BUMPER ELEVATION (TOP OF FOOTING)
CONCRETE
STRENGTH (INCHES)
DENOTES ELEMENT ELEVATION
SHAPE (INCHES)
DENOTES BUMPER ON EDGE

KEYNOTE SYMBOL LEGEND:
WA WHERE APPLICABLE
* DENOTES ELEMENT SIZE AND INFORMATION IS PROVIDED ON PLAN AND/OR APPLICABLE SCHEDULES.

KEYNOTES
GEN
DESCRIBES DIMENSIONS [THICKNESS] (INCHES)
DENOTES SLAB ON GRADE 4" SOG
SHEET FILENAME: C:\DCAPPS\Revit\2020\19HDR24AS2-STRUC_2020_dfriesenDSZA4.rvt
8/26/2020 1:59:23 PM

PROJECT MANAGER
DAN FRIESEN

ISSUED FOR BID 9/8/2020
REVIEW SET 8/31/2020