
City of Chehalis
Public Works Department

**CONTRACT DOCUMENTS
FOR**

Coal Creek Sewer Project

**City of Chehalis
Public Works Department**
350 N. Market Blvd.
Chehalis, WA 98532

Prepared by:
Gibbs & Olson, Inc.
2604 12th Court, Suite A
Olympia, WA 98502
Phone (360) 352-1120

Bid Set – February 2017

Funded by Department of Ecology WQC-2016-ChehPW-00013

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**CITY OF CHEHALIS
COAL CREEK SEWER PROJECT
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INVITATION TO BID

City of Chehalis Coal Creek Sewer Project

Sealed proposals for furnishing all materials, labor and equipment for the following described work will be received by the City Clerk of the City of Chehalis, 350 North Market Blvd. Rm 101, Chehalis, WA 98532, up until 1:30 p.m. April 25, 2017. At this time, the sealed bids will be publicly opened and read aloud. A contract will be awarded or all bids rejected within 45 days after the bid opening. The City reserves the right to extend the period of bid consideration subject to the ability of a bidder to withdraw its bid if such an extension is implemented by the City. Bid proposals must be submitted in a sealed opaque envelope clearly marked with the project title and name and address of the bidder. Proposals received after 1:30 p.m. April 25, 2017 will not be considered.

PROJECT DESCRIPTION:

The project includes the installation of nine residential grinder pumps on private property. Connection of ten houses to the grinder pumps with approximately 500 feet of 4-inch PVC sewer gravity pipe. Connection of the grinder pumps to the main sewage collection system with approximately 800 feet 1¼-inch HDPE pipe and construction of new mainline forcemain consisting of approximately 980 feet of 2- and 3-inch HDPE pipe and connection to an existing manhole. The project also requires removal and replacement of surfacing improvements including asphalt, concrete, gravel, lawn, fencing, decks and various landscaping items. The project also includes emptying and abandonment of ten septic systems. All man made or natural objects that require removal and/or replacement to complete the project shall be disposed of offsite by the CONTRACTOR at a CONTRACTOR provided location.

Bidding documents may be obtained at no cost in pdf format only, from SolicitBid at <https://solicitbid.com/Posts/Projects.aspx>. Contact SolicitBid at (206) 219-6481 if unable to access the documents on-line. A Plan Holders list is also on the SolicitBid website. Bidding documents may also be found on the City's website at ci.chehalis.wa.us

It is the sole responsibility of each Bidder to learn of Addendum, if any. Such information may be obtained from the SolicitBid website. Bidders are encouraged to "Register as Bidder" in order to receive automatic email notification of future addenda and be placed on the "Bidders List". The City of Chehalis accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addendums and submit inadequate or incorrect responses.

All bidders are required to use the forms furnished by the City and to bid each item in the manner shown on the bid form.

Upon award of the contract, a performance and payment bond meeting the requirements of the "Instructions to Bidders" will be required. Progress payments will be made in accordance with the "General Conditions." The contract is subject to state "Prevailing Wages" and Retainage (5%) will be held until releases are received from the Dept. of Labor & Industries and the Dept. of Revenue.

Bids must be sealed with the outside of the envelope boldly marked to indicate that it contains a sealed bid, the bid opening date, and the specific project involved.

Any technical questions regarding the contract documents should be directed to the City's consulting engineer, Gibbs & Olson, Inc., attention Mike Marshall at (360) 352-1120 or mmarshall@gibbs-olson.com.

A pre-bid conference will be held for all prospective bidders on April 12th at 1:30 p.m., at the Chehalis Treatment Plant located at 420 Louisiana Avenue in Chehalis. A site tour is included. Attendance is encouraged but not required to submit a bid.

All work performed on this project will be subject to the prevailing wage rates.

All Proposals must be submitted on the regular form furnished with the specifications, and each must be accompanied by a cashier's check, postal money order or surety bond, by a bonding company licensed to do business in the State of Washington, made payable to the City of Chehalis in an amount not less than five percent (5%) of the total bid.

No Bidder may withdraw their proposal after the time set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding 45 days. The City reserves the right to award the bid to the lowest responsible Bidder, waive informalities, or reject any or all bids.

It is anticipated that this project will be funded in part by the Washington State Department of Ecology's Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be a party to any contract or subcontract resulting from this solicitation for Bids.

The City of Chehalis hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of age, race, creed, color, sex, national origin, sexual orientation, marital status, or the presence of any physical, mental, or sensory disability in consideration for an award. The City of Chehalis encourages contracting procedures which provide MWBE's equal opportunity to participate as subcontractors on City contracts.

All contracts with a value of \geq \$1,000 shall require that the awarded contractor register with the Department of Homeland Security E-Verify program. Contractors shall have 30 calendar days after the execution of the contract to register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU the contractor shall have up to 90 calendar days to begin using E-Verify and provide a written record on the authorized employment status of their employees and those of any sub-contractor(s) currently assigned to the contract.

The City of Chehalis reserves the right or to accept that Bid which appears to serve the best interests of the City of Chehalis.

By _____
Caryn Foley, Clerk
City of Chehalis

PUBLISH DATES:

The Chronicle: March 20 and March 27, 2017

Seattle Daily Journal of Commerce: March 20 and March 27, 2017

Portland Daily Journal of Commerce: March 20 and March 27, 2017

PART I
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1 Bidder - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3 Successful Bidder - the lowest, best, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents stated in the Advertisement of Invitation to Bid may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of complete sets or incomplete sets of Bidding Documents.

3. QUALIFICATIONS OF BIDDERS

To aid the Owner in determining the qualifications of a Bidder to perform the work, each Bidder must be prepared to submit to the Owner within five days after bid opening such written evidence, including but not limited to financial data, previous experience, and present commitments as may be reasonably requested by the Owner or as called for in the bid form. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid:
 - 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

- 4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishings of the Work;
- 4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishings of the Work;
- 4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
- 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered whether it be in or between the Contract Documents and such other related documents or simply within one document.
- 4.2 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.
- 4.4 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.5 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, test and studies.
- 4.6 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for

examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

- 4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.8 The provisions of 1-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

5. AVAILABILITY OF LANDS FOR WORK, ETC.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. INTERPRETATIONS AND ADDENDA

- 6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

7. BID SECURITY

- 7.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price and in the form of a

cashier's check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

- 7.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of the lowest five responsible and responsive Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security of other Bidders will be returned within seven days after Bid opening.

8. CONTRACT TIMES

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.12 of the General Conditions) are set forth in the Agreement and are also shown on the Bid Form.

9. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. SUBSTITUTE AND "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions.

11. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 11.1 The "Subcontractor Listing" page of these bid documents must be completed and submitted either with the Bid or within one-hour of the date and time of Bid submittal, to be considered a responsive Bid. When the total contract amount is expected to cost one million dollars or more, the specific requirements in RCW 39.30.060 shall apply.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The

declining to make requested substitutions will not constitute grounds for forfeiting the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

11.2 The Bid and ultimate contract is required to meet the prevailing wage requirements set forth in Supplementary Condition SC-6.14.1.

11.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

12. BID FORM

12.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Issuing Office.

12.2 All blanks on the Bid Form must be completed by printing in ink or by typewriter.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown on the document.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5 All names must be typed or printed in ink below the signature.

12.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

12.7 The address and telephone number for communications regarding the Bid must be shown.

12.8 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

13. SUBMISSION OF BIDS

Bid shall be submitted at the time and place indicated in the Advertisement of Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the

sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

14. MODIFICATION AND WITHDRAWAL OF BIDS

14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

15. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

16. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

17. AWARD OF CONTRACT

17.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

17.2 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of

the Work as to which the identity of Subcontractor, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

17.5 If the contract is to be awarded, it will be awarded to lowest, best and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

17.6 If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

18. CONTRACT SECURITY

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

19. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

20. PRE-BID CONFERENCE

A pre-bid conference will be held only if specified in the Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. Access to some project areas is limited and therefore Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

21. RETAINAGE

Provisions concerning retainage and Contractors' rights to deposit securities in lieu of retainage are set forth in the Agreement.

22. LUMP SUM AND UNIT PRICE

22.1 Lump sum prices shall include all materials, labor, services, equipment and all work necessary to complete the project in accordance with the plans and specifications which are not included in unit price items. If an increase is required in the work covered by a lump sum price, it shall be computed on the basis of "extra work" for which an increase in payment will have been earned, and if there should be a decrease in the lump sum payment, it shall be only as a result of negotiation between the Contractor and the Owner.

22.2 Unit prices, if applicable, shall include all labor, materials, equipment, shoring, pumping, overhead, profit, insurance, etc., needed to complete the finished work called for.

22.3 It is understood that any estimate with respect to time, materials, equipment, or services which may appear on the plans or in the specifications is for the sole purpose of assisting the Contractor in checking his own independent calculations, and at no time shall the undersigned attempt to hold the Owner or the Engineer responsible for any errors or omissions that may appear in any estimate.

22.4 In accordance with Excise Tax Bulletin Rule 171, the Contractor shall include any applicable Contractor paid Washington State retail sales taxes in the line indicated in the proposal form.

23. MATERIALS DELIVERY

All materials shall be delivered or invoiced to the Contractor or Subcontractor F.O.B. Chehalis, Washington.

24. PERMITS

Contractor shall secure a Right-of-Way permit from the City at his cost.

25. WARRANTY

Contractor shall comply with the warranties identified in the Supplementary Conditions of the Contract Documents.

26. PREVAILING WAGES

All work performed on this project will be subject to the prevailing state wage rates.

The work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The Contractor shall conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts which requires that all laborers and mechanics

employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. Attachment 1 to this specification insert and an up to date wage determination shall be included in full into this contract and in any subcontract in excess of \$2,000. Wage determinations can be found at <http://www.wdol.gov>.

The Contractor agrees that the Contractor is legally and financially responsible for compliance with the Davis-Bacon Act wage rules. All laborers and mechanics employed by contractors and subcontractors employed as part of this contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

The Contractor will be required to provide a completed Notice of Intent to Pay Prevailing Wages at the start of the project and a completed Affidavit of Wages Paid at the completion of the project. Submission by the Contractor of the completed Affidavit of Wages Paid will be required prior to release of retainage by the Owner.

27. COMPLIANCE WITH STATE AND LOCAL LAWS

The Contractor shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

28. STATE INTEREST EXCLUSION

It is anticipated that this project will be funded in part the Washington Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

29. THIRD PARTY BENEFICIARY

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

30. ACCESS TO THE CONSTRUCTION SITE AND TO RECORDS

The contractor shall provide for the safe access to the construction site and to the contractor's records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The Contractor shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records.

These Project records shall be separate and distinct from the Contractor's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the Contractor for a period of three (3) years after the final audit.

31. PROTECTION OF THE ENVIRONMENT

No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of the Washington State Department of Ecology.

32. FUNDING RECOGNITION

All site-specific projects must have a sign of sufficient size to be seen from nearby roadways acknowledging department financial assistance and left in place throughout the life of the project. Department logos must be on all signs and documents. Logos will be provided as needed.

33. INADVERTENT DISCOVERY OF ARCHEOLOGICAL RESOURCES

The contractor shall obtain a copy of the Inadvertent Discovery Plan from the Project Owner. The contractor shall keep a copy of the inadvertent discovery plan for the project on the work site at all times. The contractor shall immediately stop all work if human remains, cultural, or archeological resources are discovered in the course of construction. The contractor shall follow the inadvertent discovery plan in dealing with the human remains, cultural, or archeological resources.

34. USE OF AMERICAN IRON AND STEEL

This provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014.

The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contractor pursuant to this Agreement. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirements,
- (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and

(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

35. Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

- 35.1 The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- 35.2 The CONTRACTOR shall provide immediate written notice to the Department if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 35.3 The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations.
- 35.4 The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 35.5 The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 35.6 Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

- 35.7 CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- 35.8 CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

36. Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The contractor shall comply with the requirements of the Environmental Protection Agency's Program for Participation by Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The contractor agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The contractor shall retain records documenting compliance with the following six good faith efforts:

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.

2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting (40 CFR Part 33 Parts 33.302, 33.502 and 33.503).

1. The contractor shall complete the DBE Subcontractor Utilization Form (EPA Form 6100-4).
2. The contractor shall require all DBE subcontractors to complete the DBE Subcontractor Performance Form (EPA Form 6100-3). The DBE Subcontractor Performance Form is only required to be completed by certified DBE subcontractors.
3. The contractor shall submit DBE Subcontractor Utilization Form (EPA Form 6100-4) and all completed DBE Subcontractor Performance Form(s) (EPA Form 6100-3) as part of the bid, or within one hour after the published bid submittal time (consistent with RCW 39.30.060)
4. The contractor shall provide DBE Subcontractor Participation Form (EPA Form 6100-2) to all DBE subcontractors. These subcontractors may submit Subcontractor Participation Form (EPA Form 6100-2) to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

The 6100 forms can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Bidders List (40 CFR Part 33 part 33.501)

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) as part of the bid, or within one hour after the published bid submittal time (consistent with RCW 39.30.060).

1. Firm's name with point of contact;
2. Firm's mailing address, telephone number, and e-mail address;
3. The work on which the firm bid or quoted, and when the firm bid or quoted; and

4. Firm's status as an MBE/WBE or non-MBE/WBE.

Contract Administration Provisions (40 CFR part 33.302).

The contractor shall comply with the contract administration provisions of 40 CFR, Part 33.302.

1. The contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
2. The contractor shall notify the owner in writing prior to any termination of a DBE subcontractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
4. The contractor shall employ the six good faith efforts even if the contractor has achieved its fair share objectives.

37. Equal Opportunity (EEO)

If this Contract exceeds \$10,000, the Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60.

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

Equal Opportunity Clause (41 CFR part 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall

- post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246 and 41 CFR part 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60–4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Registering notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in

any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and

- suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the

Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Reporting Requirements (EEO-1)

On or before September 30 of each year, a contractor that is subject to Title VII of the Civil Rights Act of 1964, as amended, and that has 100 or more employees, shall file with the EEOC or its delegate an "Employer Information Report EEO-1". Instructions on how to file are available on the EEOC's website at <http://www.eeoc.gov/employers/eeo1survey/howtofile.cfm>. The contractor shall retain a copy of the most recent report filed.

Segregated Facilities (41 CFR part 60-1.8)

The contractor shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Attachments:

1. Wage Rate Requirements For Sub-recipients
2. Current Wage Rate Determination (to be provided by project owner)
3. Certification Of Non-segregated Facilities
4. Notice To Labor Unions Or Other Organization Of Workers: Non-Discrimination In Employment

EPA Form 6100-4, EPA Form 6100.3, EPA Form 6100-2

ATTACHMENT 1 - WAGE RATE REQUIREMENTS FOR SUB-RECIPIENTS. (To be included in full in any contract in excess of \$2,000)

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and sub-recipients that are governmental entities. If a sub-recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at fleury.lorraine@epa.gov or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or sub-recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR

1.6(c)(3)(iv). The sub-recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

- (b) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (c) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. **Contract and Subcontract provisions.**

- (a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2012 Appropriations Act , the following clauses:
 - (1) Minimum wages.
 - (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual

relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

- (ii) (A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation

of the action taken and the request, including the local wage determination shall be sent by the sub-recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements,

which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee

(e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice

classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also

a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

- (a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the

employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The sub-recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours

worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub-recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The sub-recipient shall periodically review contractors and sub-contractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

- (e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at:
<http://www.dol.gov/whd/america2.htm>.

ATTACHMENT 2 - DAVIS-BACON WAGE RATE DETERMINATION

[SRF Assistance Recipient to insert applicable wage determinations here]

How to obtain a Wage Determination:

1. www.wdol.gov
2. Click "Selecting DBA WDs"
3. Select the State and county where the work will be performed
4. Select the "Construction Type": Heavy, Building, Highway, or Residential
5. Click on one of the wage determinations. Verify that the wage determination displayed is the correct wage determination, and not for "Heavy Dredging".
6. Select the text box displaying the Wage Determination and copy the text of the Wage Determination.
7. Click "Sign Up for Alert Service" to receive notification if the Wage Determination is updated.

When to update the wage determination:

1. If DOL updates the Wage Determination, you must update the Wage Determination through an addendum to the bid specifications.
2. If the update occurs less than 10 days prior to the date of bid opening, you are not required to update the Wage Determination.

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PART II
BID PACKAGE

BID FORM

Project Identification:

City of Chehalis
Coal Creek Sewer Project

THIS BID IS SUBMITTED TO:

City of Chehalis
350 North Market Blvd.
Chehalis, WA 98532

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

 - (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the

site (except Underground Facilities) which have been identified in the Supplementary Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do 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. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- (e) BIDDER is aware of the general nature of Work to be performed by the Owner or others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) **NON-COLLUSION AFFIDAVIT**
This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, associated, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following unit price not including sales tax per the General Conditions, paragraph 11.9.1.

The bidder shall bid on all of the Bid Items. Failure to bid on any Bid Items will qualify the bid as non-responsive. Award shall be based on the lowest responsive responsible bid.

Item	Description	Quantity	Unit	Unit Price	Amount
1	Miscellaneous Construction	1	Force Account	\$10,000.00	\$10,000.00
2	Mobilization	1	L.S.		
3	Temporary Traffic Control	1	L.S.		
4	Flaggers and Spotters	70	Hour		
5	Sawcutting	2000	L.F.		
6	Imported Trench Backfill	1200	Ton		
7	Native Soil Trench Backfill	600	C.Y.		
8	Cold Mix Asphalt	5	Ton		
9	HMA Class ½ inch - PG64-22	15	Ton		
10	Grinder Pumps	9	Each		
11	Locate and Connect to Building Sewer	1	L.S.		
12	1.25" HDPE SDR 11 Service Connection Pipe	800	L.F.		
13	2" HDPE SDR 11 Mainline	400	L.F.		
14	3" HDPE SDR 11 Mainline	580	L.F.		
15	3" HDPE Casing Pipe	60	L.F.		
16	6" HDPE Casing Pipe	40	L.F.		
17	4" PVC Inlet Pipe	500	L.F.		
18	Sewer Service Connection on 2" or 3" Pipe Including Valves	9	Each		
19	3" Isolation Valve Assembly	2	Each		
20	2" Air Vacuum Valve Assembly	2	Each		
21	Flush Port Assembly	1	Each		
22	Seeding, Fertilizing and Mulching	1500	S.Y.		
23	Trench Safety Systems	1	L.S.		
24	Electrical Service Allowance	1	Allowance	\$35,000.00	\$35,000.00

25	Septage Pump and Disposal	12	Per 1,000 gal.		
26	Abandon Existing Onsite Sewer Systems	1	L.S.		

SUBTOTAL \$ _____
SALES TAX @ 8.0% \$ _____
TOTAL \$ _____

Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially complete within **sixty (60) calendar days** after the date when the Contract Times commences to run as provided in paragraph 2.03 of the General Conditions. All work shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **seventy (70) calendar days**.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

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

- (a) Required Bid Security in the form of a certified or bank check or a Bid Bond made payable to the Owner.
- (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in the Bid.

7. Communications concerning this Bid shall be addressed to the BIDDER's representative at the following address:

Bidder's Representative _____
Company Name _____
Address _____

Telephone _____

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on _____, 20____

State Contractor License No. _____

A Corporation

By _____
(Corporation Name)

Business address: _____
(State of incorporation)

By _____
(Person authorized to sign) Print Name Signature

Attest _____
(Secretary) Print Name Signature

Business Address: _____

Phone No.: _____

Date of Qualification to do business is _____

A Joint Venture

By _____ (SEAL)
Signature

(Address)

By _____ (SEAL)
Signature

(Address)

(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.)

BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest : _____
Signature and Title

-
- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable
-

1. Bidder and Surety, jointly and severally, bind them-selves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE

- A. I hereby elect to have the retained percentage of this contract held in a fund by the Owner until thirty (30) days following final acceptance of the work.

Signed _____

Date _____

- B. I hereby elect to have the Owner invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.010, .020, and .050.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The Owner shall not be liable in any way for any costs or fees in connection therewith.

Signed _____

Date _____

SUBCONTRACTOR LISTING

Type	Subcontractor Business Name	Estimated Contract Percentage
Electrician		

Note: List all sub-contractors. Failure to list all sub-contractors will be considered non-responsive.

ATTACHMENT 3

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature Date

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

ATTACHMENT 4

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS: NON-DISCRIMINATION IN EMPLOYMENT

TO: _____
(name of union or organization of worker)

The undersigned currently holds contract(s) with _____
(name of applicant)

_____ involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

**EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION
RECRUITMENT AND ADVERTISING
RATES OF PAY OR OTHER FORMS OF COMPENSATION**

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(contractor or subcontractor(s))

(Date)

BIDDER'S CHECKLIST

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to, the following:

<u>Item</u>	<u>Checked</u>
1. Proposal (Bid)	_____
2. Bidder's Bond or Other Security	_____
3. Power-of-Attorney for Surety's Agent to execute Bidder's bond	_____
4. Authority to sign Proposal if Signature is by Agent Other Than Officer of Corporation, Partner, or Owner	_____
5. Acknowledgement of Addenda (in Proposal)	_____
6. Acknowledgement of Addenda (on each Addendum)	_____
7. Declaration of Option for Investment	_____
8. Subcontractor Listing	_____
9. Attachment 3 and 4	_____
10. Bidder's List and EPA Forms 6100-3 and 4 (Page I-13 P 36)	_____

PART III
FORMS FOR AWARDING
AND
SIGNING OF CONTRACT

NOTICE OF AWARD

Dated _____

TO: _____
(BIDDER)

ADDRESS: _____

PROJECT: City of Chehalis – Coal Creek Sewer Project

OWNER's CONTRACT NO. _____

CONTRACT FOR: City of Chehalis – Coal Creek Sewer Project

You are notified that your Bid dated _____, 2017 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for _____

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your contract is _____ (\$ _____).

3 copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 2017:

1. You must deliver to the OWNER 3 fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement, the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

3. (List other conditions precedents).

1. _____

2. _____

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

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Chehalis
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____,
(Name of Contractor)

(Address of Contractor)

a _____,
(Corporation, Partnership, or Individual)

hereinafter called Principal, and _____,
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Chehalis, hereinafter called OWNER, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

City of Chehalis – Coal Creek Sewer Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PERFORMANCE BOND - PAGE 2 OF 2

PROVIDED FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201__.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

(Address

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

Principal

By _____

(Address)

Surety

By _____

Attorney-in-Fact

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____,
(Name of Contractor)

(Address of Contractor)

a _____,
(Corporation, Partnership, or Individual)

hereinafter called Principal, and _____,
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto **City of Chehalis** hereinafter called OWNER, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

City of Chehalis – Coal Creek Sewer Project

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claim may be unsatisfied.

PAYMENT BOND - PAGE 2 OF 2

IN WITNESS WHERE this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

(Principal) Secretary

By _____(S)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between the City of Chehalis, Washington (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes the labor and materials for the installation of nine residential grinder pumps on private property. Connection of ten houses to the grinder pumps with approximately 500 feet of 4-inch PVC sewer gravity pipe. Connection of the grinder pumps to the main sewage collection system with approximately 800 feet 1-1/4-inch HDPE pipe and construction of new mainline forcemain consisting of approximately 980 feet of 2-inch and 3-inch HDPE pipe and connection to an existing manhole. The project also requires removal and replacement of surfacing improvements including asphalt, concrete, gravel, lawn, fencing, decks and various landscaping items. The project also includes emptying and abandonment of ten septic systems. All man made or natural objects that require removal and/or replacement to complete the project shall be disposed of offsite by the CONTRACTOR at a CONTRACTOR provided location.

Article 2. ENGINEER.

The Project has been designed by Gibbs & Olson, Inc., 2604 12th Court SW, Suite A, Olympia, Washington 98502, telephone number 360.352.1120 which is hereafter called ENGINEER and which is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1 BIDDER agrees that the Work will be substantially complete within **sixty (60) calendar days** after the date when the Contract Times commences to run as provided in paragraph 2.3 of the General Conditions. All work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **eighty (80) calendar days**.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER THREE HUNDRED DOLLARS (\$200.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ONE HUNDRED DOLLARS (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1 for all Work other than Unit Price Work, a Lump Sum of:

_____ N/A _____ (\$ N/A)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.8 of the General Conditions:

plus

4.2 for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2:

Item	Description	Quantity	Unit	Unit Price	Amount
1	Miscellaneous Construction	1	Force Account	\$10,000.00	\$10,000.00
2	Mobilization	1	L.S.		
3	Temporary Traffic Control	1	L.S.		
4	Flaggers and Spotters	70	Hour		
5	Sawcutting	2000	L.F.		
6	Imported Trench Backfill	1200	Ton		
7	Native Soil Trench Backfill	600	C.Y.		
8	Cold Mix Asphalt	5	Ton		
9	HMA Class ½ inch – PG64-22	15	Ton		
10	Grinder Pumps	9	Each		
11	Locate and Connect to Building Sewer	1	L.S.		
12	1.25" HDPE SDR 11 Service Connection Pipe	800	L.F.		
13	2" HDPE SDR 11 Mainline	400	L.F.		
14	3" HDPE SDR 11 Mainline	580	L.F.		

15	3" HDPE Casing Pipe	60	L.F.		
16	6" HDPE Casing Pipe	40	L.F.		
17	4" PVC Inlet Pipe	500	L.F.		
18	Sewer Service Connection on 2" or 3" Pipe Including Valves	9	Each		
19	3" Isolation Valve Assembly	2	Each		
20	2" Air Vacuum Valve Assembly	2	Each		
21	Flush Port Assembly	1	Each		
22	Seeding, Fertilizing and Mulching	1500	S.Y.		
23	Trench Safety Systems	1	L.S.		
24	Electrical Service Allowance	1	Allowance	\$35,000.00	\$35,000.00
25	Septage Pump and Disposal	12	Per 1,000 gal.		
26	Abandon Existing Onsite Sewer System	1	L.S.		

SUBTOTAL \$ _____

SALES TAX @ 8.0% \$ _____

TOTAL \$ _____

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, as provided in paragraphs 5.1.1. and 5.1.2. below. Progress payments shall be submitted not more than once each month and shall be submitted at least 10 days prior to the scheduled City Council Meetings or on the date agreed to by the OWNER and CONTRACTOR. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

- 90% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price or the maximum amount allowed to be released pursuant to applicable State law whichever is less (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate indicated in the Supplementary Conditions.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages III-7 to III-13, inclusive).
- 8.2 Exhibits to this Agreement and Notice of Award (pages III-1 to III-2, inclusive).
- 8.3 Performance, Payment, and other Bonds, and consisting of 4 pages.
- 8.4 Notice to Proceed.
- 8.5 General Conditions (pages 1 to 42 , inclusive).
- 8.6 Supplementary Conditions (pages SC-1 to SC-8, inclusive).
- 8.7 General Requirements (pages V-1 to V-12, inclusive).
- 8.8 Special Provisions bearing the title Part VI - Special Provisions and consisting of pages VI-1 to VI-__ and the Attachments to the Special Provisions.
- 8.9 Addenda numbers ___ to ___, inclusive.
- 8.10 CONTRACTOR's Bid (pages II-1 to II-VI, inclusive).
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award

8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

8.13 Standard Specifications for Road, Bridge and Municipal Constructions, prepared by Washington State Department of Transportation and the Washington State Chapter American Public Works Association, 2016 Edition, and the APWA Supplement together with any amendments, additions, alterations or corrections thereof, to the extent these Standard Specifications are expressly referred to elsewhere in the Contract Documents. Standard Specifications are available by contacting WSDOT or can be downloaded at <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>.

The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 Parties agree a prohibition exists without prior consent of any assignment of rights under this contract being made by the Contractor; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

9.5 It is further provided that no liability shall attach to the OWNER by reason of entering into this agreement, except as expressly provided herein.

9.6 The Contractor shall defend, indemnify, and hold the OWNER, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the OWNER.

9.7 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the OWNER, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It

is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 201__ (which is the Effective Date of the Agreement).

OWNER _____ CONTRACTOR _____

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

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

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

NOTICE TO PROCEED

Dated: _____

TO: _____
(CONTRACTOR)

ADDRESS: _____

PROJECT: Chehalis Coal Creek Sewer Project

OWNER'S CONTRACT NO. _____

CONTRACT FOR: Chehalis Coal Creek Sewer Project
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the date of Substantial Completion is _____. The date for completion and readiness for final payment is _____.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that Contractor must deliver (with copies to ENGINEER and other identified additional insureds) certificates of insurance in accordance with the Contract Documents.

(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

CHANGE ORDER

(Instructions on reverse side)

No. 1

PROJECT _____

DATE OF ISSUANCE _____

EFFECTIVE DATE _____

OWNER City of Chehalis

OWNER'S Contract No. N/A

CONTRACTOR _____

ENGINEER Gibbs & Olson, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

This change order includes all direct and indirect costs for labor, equipment, materials and the time required for completion of the work described delivered to the Owner ready for use.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Order No. ___ to No. ___ \$ _____	Net changes from previous Change Order No. ___ to No. ___ _____ days
Contract Price prior to this Change Order \$ _____	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

APPROVED:

By: _____
Owner (Authorized Signature)

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER's Project No. _____ ENGINEER's Project No. _____

PROJECT _____

CONTRACTOR: _____

Contract For _____

Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER : _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 201__

ENGINEER

By _____

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 201__

CONTRACTOR

By _____

OWNER accepts this Certificate of Substantial Completion on _____, 201__

OWNER

By _____

PART IV
STANDARD GENERAL CONDITIONS
AND
SUPPLEMENTARY CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FUNDING AGENCY EDITION

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



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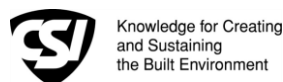
This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Funding Agency Edition No. C-521 (2002 Edition). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001, 2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800, 2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agency* – The Federal or state agency named as such in the Agreement.
3. *Agreement* – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
4. *Application for Payment* – The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
7. *Bidder* – The individual or entity who submits a Bid directly to Owner.
8. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda).
9. *Bidding Requirements* – The Advertisement or Invitation to Bid, Instructions to Bidders, bid

security of acceptable form, if any, and the Bid Form with any supplements.

10. *Change Order* – A document recommended by Engineer which is signed by Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
11. *Claim* – A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
12. *Contract* – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
13. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
15. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
16. *Contractor* – The individual or entity with whom Owner has entered into the Agreement.
17. *Cost of the Work* – See Paragraph 11.01.A for definition.
18. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

19. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Engineer* – The individual or entity named as such in the Agreement.
21. *Field Order* – A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
22. *General Requirements* – Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
23. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
24. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award* – The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed* – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs* – Polychlorinated biphenyls.
32. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule* – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
34. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
37. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative* – The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals* – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
41. *Schedule of Values* – A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.

42. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site* – Lands or areas indicated in the *Contract Documents* as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, *standards* and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a *specified* part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
47. *Successful Bidder* – The Bidder submitting a *responsive* Bid to whom Owner makes an award.
48. *Supplementary Conditions* – That part of the Contract *Documents* which amends or supplements these General Conditions.
49. *Supplier* – A manufacturer, fabricator, supplier, *distributor*, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
50. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or *other* such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
51. *Unit Price Work* – Work to be paid for on the basis of unit prices.
52. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract *Documents*. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
53. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and Agency upon recommendation of the Engineer ordering an addition, deletion, or revision in the Work, or *responding* to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.
- B. *Intent of Certain Terms or Adjectives*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered”, “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as

shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents, or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context

clearly requiring an obligation of Contractor, “provide” is implied.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, Agency, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

- A. Reporting Discrepancies
 1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking

each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

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

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3) or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
 2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or

otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL
CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports of explorations and tests of subsurface conditions at or contiguous to the

Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:
1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the

subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
- b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

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

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written

notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition

and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety

or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

- A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;

- 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

- 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
- 3. include completed operations insurance;
- 4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
- 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
- 6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
- 7. with respect to completed operations insurance, and any insurance coverage written on a

claims-made basis, remain in effect for at least two years after final payment.

- a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (Contractor shall be responsible for any deductible or self-insured retention.). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
3. include expenses incurred in the repair or replacement of any insured property (including

but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

- B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion

pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof.
- B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Contractor as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance

provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.

All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in

Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

- 3) it has a proven record of performance and availability of responsive service; and

- b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times, and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The procedure requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) will perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
 - b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services;
- 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole

judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the

agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are

applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full

responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and

clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other

individual or entity directly or indirectly employed by any of them).

- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and

design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

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

C. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
 - a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to

Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review

and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are

specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and

- 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the

progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall

perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final

payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective

Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

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

10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance

with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 1. deny the Claim in whole or in part,
 2. approve the Claim, or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by

Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses

and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressages, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal

of materials or equipment wrongly supplied, and making good any damage to property.

- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*

- 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer

to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or

failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.B.

1. delays caused by or within the control of Contractor; or

- D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

**ARTICLE 13 – TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE
OF DEFECTIVE WORK**

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with

inspection and testing personnel to facilitate required inspections or tests.

- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

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

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all

fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

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

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

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the

correction period for that item may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.
- C. Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.
- D. Reduction in Payment*
1. Owner may refuse to make payment of the full amount recommended by Engineer because:
- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. the Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements;

- d. there are other items entitling Owner to a set-off against the amount recommended; or
 - e. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.
 3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Agency, Contractor, and Engineer shall make a prefinal inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the

tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

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

Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

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

14.07 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final

payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to

Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for Payment but held by OWNER for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
 2. incorporate in the Work all materials and equipment stored at the Site or for which

Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including

fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Owner and Contractor may mutually request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a

Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

ARTICLE 18 – FEDERAL REQUIREMENTS

18.01 *Agency Not a Party*

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

18.02 *Contract Approval*

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit GC-A) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

18.03 *Conflict of Interest*

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.
- B. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

18.04 *Gratuities*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 18.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

18.05 *Audit and Access to Records*

- A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits,

examinations, excerpts and transcriptions. Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

18.06 *Small, Minority and Women's Businesses*

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

18.07 *Anti-Kickback*

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

18.08 *Clean Air and Pollution Control Acts*

- A. If this Contract exceeds \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.

18.09 *State Energy Policy*

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

18.10 *Equal Opportunity Requirements*

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

18.11 *Restrictions on Lobbying*

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable

Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

18.12 *Environmental Requirements*

- A. When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:
 1. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 2. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.
 3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).
 4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their

critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

EXHIBIT GC-A

Certificate of Owner's Attorney

I, _____, the _____, undersigned,
authorized and acting legal representative of _____,
do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Date: _____

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. c-700) (2007 Edition) 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 table of contents listed below modify, amplify, and provide the additional information as required in the Articles and Paragraphs of the Standard General Conditions. The Standard General Conditions have been modified by the Owner and Supplemented by the Owner.

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SUPPLEMENTARY CONDITIONS

SC-1.01 **DEFINITIONS**

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition) have the meanings assigned to them in the General Conditions.

SC-2.02 **COPIES OF DOCUMENTS**

The Contractor will be furnished, free of charge, three copies of the Contract Documents. Additional copies of the Contract Documents and/or Drawings may be obtained on request by paying the actual cost of the reproducing of Contract Documents or Drawings. The Contractor shall keep one copy of the Contract Documents or Drawings on the work, available to the Engineer and to his representatives. Said copy shall be kept in good readable condition. As-built conditions shall be marked on one set of record drawings by Contractor and provided to the Owner at the end of the project.

SC-3.07 **REUSE OF DOCUMENTS**

Contractor, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of Owner.

SC-5.0 **BONDS AND INSURANCE**

The Contractor shall not commence work under the Contract until he has obtained all necessary insurances and until such insurances have been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurances required of the subcontractors have been obtained and approved.

The minimum policy limits of Contractor's liability insurance shall be as follows: Bodily injury liability coverage with limits of not less than \$1,000,000 for bodily injury, including accidental death to any one person, and subject to that limit for each person in an amount of not less than \$1,000,000 for each accident; and property damage coverage in an amount of not less than \$1,000,000 for each accident. Umbrella coverage is acceptable. The Contractor, rather than the Owner, shall purchase and maintain property insurance upon work at the site to the full insurable value thereof. In addition to the coverages specified under 5.6 of the General Conditions, this insurance shall include "All Risk" or "Installation Floater" insurance for physical loss and damage due to explosion, hail, lightning, wind, collapse, riot, aircraft, flood, mudslide and smoke. The Contractor shall purchase and maintain similar property insurance for portions of the work stored on or off the site or in transit.

The Contractor shall be subject to meeting any supplementary insurance requirements as may be required for work related to permits or other specific work as identified in the Special Provisions.

SC-6.19 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

Contractor's warranty and guarantee further includes damages or loss caused by vandalism up until the final acceptance of the project by the Owner.

SC-6.20 INDEMNIFICATION

The Contractor shall defend, indemnify, and hold the Owner, its officers, officials, employees, volunteers and the project engineers harmless including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Owner.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its officers, officials, employees, volunteers and project engineers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

SC-9.03 PROJECT REPRESENTATIVE

The Resident Project Representative (RPR) is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the onsite work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

A. DUTIES AND RESPONSIBILITIES OF RPR:

1. SCHEDULES: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. CONFERENCES AND MEETINGS: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. LIAISON:

- a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's onsite operations.
 - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the work.
4. SHOP DRAWINGS AND SAMPLES:
- a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by Engineer.
5. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:
- a. Conduct onsite observations of the work in progress to assist Engineer in determining if the work is in general proceeding in accordance with the contract documents.
 - b. Report to Engineer whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections and report to Engineer.

6. INTERPRETATION OF CONTRACT DOCUMENTS: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
7. MODIFICATIONS: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.
8. RECORDS:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
 - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.
9. REPORTS:
 - a. Furnish Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to Engineer change orders, work directive changes, and field orders.
 - d. Report immediately to Engineer and Owner upon the occurrence of any accident.

10. PAYMENT REQUESTS: Reviews applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated into the work.
11. CERTIFICATES, MAINTENANCE AND OPERATION MANUALS: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.
12. COMPLETION:
 - a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

B. LIMITATIONS OF AUTHORITY

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer.
2. Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the General Provisions to the Letter Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

SC-9.07 DETERMINATION FOR UNIT PRICES

Delete Paragraph 9.10 of the General Conditions in its entirety and insert the following in its place:

9.10. ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions).

SC-14.02 PROGRESS PAYMENTS

Progress Payments shall be submitted at least 10 days prior to the regularly scheduled Council Meetings, except for legal holidays, but no more than once per month.

Should application for payment be submitted after this aforementioned cutoff date, Engineer review and Council action on the payment request may be delayed longer than the prescribed periods and therefore not subject to interest.

Should payment be delayed beyond 15 days after the Council action, monies owed shall be subject to a maximum of 1% per month upon the portion of any unpaid billing for which the Owner has wrongfully failed to pay.

SC-16.0 DISPUTE RESOLUTION

Resolution of disputes and disagreements shall be accomplished and governed by the laws of the State of Washington using Lewis County Superior Court. Venue shall be County of Lewis and all judicial actions shall occur in the Superior Court of the State of Washington in and for the County of Lewis.

SC-18.12.A.3. HISTORIC PRESERVATION:

Delete Paragraph 18.12.A.3 in its entirety and insert the following:

3. Unanticipated Discovery Plan – Historic Preservation: Any excavation or other earth moving activity by the contractor that uncovers cultural resources including historical or archaeological artifacts, human or

cultural items, or fossil or other paleontological materials, shall be immediately reported as follows:

- a. If earth disturbing activities during project construction uncover cultural materials (i.e. structural remains, historic artifacts, or prehistoric artifacts), all work shall cease at the effected location (initially allowing for a 100' buffer) and the following actions taken;
 1. Implement reasonable measure to protect the discovery site, including any appropriate stabilization or covering.
 2. Takes reasonable steps to ensure the confidentiality of the discovery site and,
 3. Take reasonable steps to restrict access to the site of discovery.
- b. The project proponent (City of Chehalis) will notify the concerned Tribes and all appropriate county, state, and federal agencies including the Washington State Archaeologist at the Department of Archaeology and Historic Preservation (DAHP), the History/Archaeology office of the Chehalis, Cowlitz, and Nisqually Tribe of Indians, the cultural resources programs of David Burnett (Chehalis 360-273-5911), Dave Burlingame (Cowlitz 360-577-6962) and Dorian Sanchez (Nisqually 360-456-5221)
- c. If human remains are uncovered, appropriate law enforcement agencies shall be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribes will take place in order to mitigate the final disposition of said remains.
- d. See the Revised Code of Washington, Chapter 27.53, "Archaeological Sites and Resources" for applicable state laws and statutes. See also Washington State Executive Order 05-05, "Archeological and Cultural Resources." Additional state and federal law(s) may also apply.

PART V
GENERAL REQUIREMENTS

GENERAL REQUIREMENTS

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GENERAL REQUIREMENTS

1. CONTRACT DOCUMENTS:

The extent of the contract documents is identified in Article 8 of the Agreement. The intent of the contract documents is to prescribe a complete project. The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies and incidentals required to complete all contract work. Omissions from the contract of details of work which are necessary to carry out the intent of the contract, or which are customarily performed, shall not relieve the Contractor from performing the omitted work, but they shall be performed as if fully and correctly set forth and described in the contract.

The order or precedence for the contract documents shall be as follows, with each part listed governing over those indicated after it:

1. Change Orders
2. Addenda
3. Special Provisions
4. Contract Drawings
5. Supplementary Conditions
6. General Conditions
7. General Requirements
8. Bidding Documents
9. Standard Specifications

Failure or neglect to receive or examine the Contract Documents shall in no way relieve the Bidder from any obligations regarding his proposal or to this Contract. No claim for additional compensation will be allowed for lack of knowledge of the Contract Documents and the Owner will in no case be responsible for any loss suffered by the Contractor.

If any part of the contract requires work that does not include a description for how the work is to be performed, the work shall be performed in accordance with standard trade practice(s). For purposes of the contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the work

Any proposed alterations by the Contractor affecting the requirements and information in the contract documents shall be in writing and will require approval of the Engineer.

To detail and illustrate the work, the Engineer may furnish to the Contractor additional drawings and explanations consistent with the original drawings. The Contractor shall perform the work according to these additional drawings and explanations.

The Drawings and Specifications are complementary and what is called for by one shall be as if called for by both. All items shown on the Drawings are not necessarily included in the Specifications and all items called out in the Specifications are not necessarily shown on the drawings. All proposed facilities and directives and/or instructions to furnish, provide, install, complete and test described in the contract documents shall be interpreted as directives unless clearly specified otherwise.

Should the Documents indicate a condition which will conflict with the Governing Codes and Regulations, the Contractor shall refrain from installing that portion of the work until receiving verification from the Owner's Representative. Should rearrangement or rerouting be necessary, provide for approval the simplest layout possible for that particular portion of the work. Any work installed in violation of the Governing Codes will be removed and correctly installed by the Contractor as part of the Contract work at no additional expense to the Owner.

Drawings are diagrammatic. The drawings do not show every offset, elevation, fitting or the like, which may be required to install work in the space provided. Do not scale drawings for roughing-in measurements, nor use as shop drawings. Make field measurements and prepare shop drawings as required. Coordinate work with shop drawings of other trades. Provide any offsets, fittings or required measures where required by local conditions from measurements taken at the work and without additional cost to the Owner.

Refer to electrical submittal drawings to determine voltage, phase, circuit and number of connections indicated. Bring to the attention of the Engineer all conflicts, incompatibilities and discrepancies. Field wiring of systems provided and/or modified shall be complete and operable.

Where equipment is shown, dimensions have been taken from typical equipment of the class indicated. Carefully check the Drawings to see that the equipment under consideration for installation will fit the space provided and that all connections may be made thereto without impairment of space and height requirements and of Code required clearances. Contractor is responsible for all changes required by equipment dimensions different than those shown.

If the contract plans, contract specifications, addenda, or any other part of the contract requires work that has no unit price in the proposal form, the cost of such work shall be incidental to and included within the applicable bid items in the agreement

2. STANDARD PLANS:

"Standard Plans" or "Standard Specifications" where referred to shall mean the Standard Plans for Road, Bridge and Municipal Construction 2016 Edition, prepared by the Washington State Department of Transportation and the Washington State Chapter American Public Works Association.

3. ABBREVIATIONS:

Reference to technical society, organizations or body, are made in these Specifications in accordance with following abbreviations:

ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APWA	American Public Works Association
ASTM	American Society for Testing and Materials
AWPA	American Wood Products Association

AWS	American Welding Society
AWWA	American Water Works Association
CE	Corps of Engineers (U.S. Army)
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard of NBS (U.S. Dept. of Commerce)
FS	Federal Specification
ICBO	International Conference of Building
IEEE	Institute of Electrical and Electronics Engineers
MUTCD	Manual on Uniform Traffic Control Devices
NBS	National Bureau of Standards (U.S. Dept. of Commerce)
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
OSHA	Occupational Safety and Health Administration
PS	Product Standard of NBS (U.S. Dept. of Commerce)
RCW	Revised Code of Washington
UBC	Uniform Building Code
UL	Underwriters' Laboratories
USASI	United States of American Standards Institute

4. STORAGE AREAS AND WASTE SITES:

In all cases, storage area(s) for construction materials, waste materials or temporary storage for excavated materials or waste sites for discarded materials are to be provided by the Contractor at no expense to the Owner.

All waste or storage sites shall be maintained in such a manner as to meet safety, health and other requirements of all State and local laws. No runoff which will cause pollution of any State waters will be allowed. The storage or disposal of waste materials shall not damage any abutting properties or improvements thereon.

5. DUST CONTROL:

It shall be the Contractor's responsibility to control dust by water or dust palliative, as ordered by the Engineer, for the alleviation or prevention of dust nuisance.

All costs incurred as a result of controlling dust as specified herein shall be considered as incidental to the contract and included in the unit prices. No additional compensation will be paid.

6. WORK ON PRIVATE PROPERTY:

Where work is being accomplished on private property, Contractor shall restore all disturbed areas to equal or better than pre-construction condition. On private properties where repair or replacement work is being accomplished, Contractor shall be required to obtain a written release from the private property owner for all work done on said private property before final contract payment is made.

7. WORK BY OTHERS:

Shall be as follows:

- A. Utility Companies: Relocating of electrical, telephone, natural gas and cable TV shall be done by the applicable utility companies:

Locating of existing facilities can be coordinated through Utilities Underground Location Center (800) 424-5555.

8. ACCESS FOR POLICE, FIRE AND POSTAL SERVICE:

It shall be the Contractor's responsibility to notify in advance fire and police department when their operations will hinder in any manner normal access by emergency vehicles. The Contractor shall again notify said departments when normal access has been restored. The Contractor shall leave their night emergency telephone number(s) with the Police Department so that contact may be made at all times in case of emergencies involving the project.

The Contractor shall maintain postal service facilities in accordance with requirements of the United States Post Office. The Contractor shall move mail boxes to temporary locations as designated by the Post Office Department and at the completion of the work in each area, replace them to their permanent locations and to the proper heights.

All cost incurred in the work outlined above shall be considered as incidental to the construction of the project.

9. CONTRACTOR'S RESPONSIBILITY FOR UTILITIES:

Known utilities and structures expected to be adjacent to or encountered in the work are shown on the drawings. It is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only and no responsibility is assumed by either the Owner or the Engineer for their accuracy or completeness.

The Contractor shall support and protect by timbers or otherwise, all pipes, conduits, poles, wires or other apparatus which may in any way be affected by the work and do everything to support, sustain and protect the same under, over, along or across said work. In case any of said pipes, conduits, poles, wires or apparatus should be damaged, they shall be repaired by the authorities having control of same, and the expense of such repairs shall be charged to the Contractor.

The Contractor shall further be responsible for any damage done to any street or other public property, or to any private property by reason of the breaking of any water pipe, sewer or gas pipe, electric conduit, or other utility by or through his negligence.

The Contractor shall notify all utilities' offices which are affected by the construction operation at least 48 hours in advance. Under no circumstances shall the Contractor expose any utility without first requesting permission and being granted permission to do so from the affected agency.

Should it be necessary for any utility to be moved or replaced as it relates to the work of this project, it will be the Contractor's responsibility to coordinate the work with the affected utility. The utility will perform the relocation unless otherwise described in these specifications. Any delays relating to this matter will not be subject to claim for additional compensation by the Contractor.

No utility, private or public, shall be moved to accommodate the Contractor's equipment or his method of operation when such utility does not interfere with the improvement under construction unless the costs of such removal shall be at the expense of the Contractor.

10. FIELD RELOCATION:

During the progress of construction, minor relocations in line and grade may be necessary. Such relocations shall be made only by direction of the Engineer. Unforeseen obstructions encountered as the result of such relocations will not be subject to claim for additional compensation by the Contractor at any greater extent than would have been the case had the obstruction been encountered along the original location.

11. EXISTING IMPROVEMENTS:

Removing and replacing fences, mail boxes, landscaping, or similar improvements that interface with the construction shall be done by the Contractor and shall be considered incidental to the construction, and the cost thereof shall be included in the unit contract prices in the proposal. Said improvements shall be removed and replaced to the satisfaction of the Engineer and the Contractor shall, at his own expense, completely repair any damage thereto caused by his operations.

Ornamental or decorative shrubs and/or trees removed by the Contractor shall be "balled" with adequate peat moss, watered and attended until it can be replaced. The Contractor shall be responsible for sustaining the growth of shrubs and trees, within the confines of the work area, for a period of one-year following final acceptance of the improvements. All costs incurred shall be considered incidental to the bid items and shall be included in the unit contract prices in the Proposal.

The Contractor will make his own arrangements for disposing all materials subject to shrinkage or decay. Burning will be allowed only in areas designated by and as directed by the proper authorities.

The Contractor shall take adequate precautions to protect existing lawns, trees, shrubs outside of rights-of-way, sidewalk, curbs, pavements, utilities, adjoining property, and structures and to avoid damage thereto. The Contractor shall, at his own expense, completely repair any damage thereto as specified under Section 13 of the General Conditions unless otherwise identified on the drawings or directed in the Special Provisions for repair that is considered necessary to complete the work in accordance with standard practice and care.

12. TRAFFIC CONVENIENCE AND SAFETY:

The Contractor shall conduct the work so as to insure the least possible obstruction to traffic and normal commercial pursuits. The convenience of the general public and residents along the work, and the protection of persons and property is of prime importance and shall be provided for in an adequate and satisfactory manner. Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Engineer has so directed and until temporary measures have been taken to safeguard traffic after the signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. Upon completion of the project, the

Contractor will reset all such signs in their permanent location and at the proper height. Any signs damaged by the Contractor, as determined after inspection by the Engineer, will be replaced by the Contractor at no cost to the Owner.

The Contractor will note the requirements for maintaining traffic access in Standard Specification Sections 1-07.23 and 1-10 in addition to all other requirements in these contract documents. The Contractor shall keep existing roads and streets adjacent to or within the limits of the project open to and maintained in a good and safe condition for traffic at all times unless otherwise allowed or directed by Owner. At least 10 days prior to the start of construction, the Contractor shall submit to the Owner a proposed plan for maintaining traffic flows. The Owner reserves the right to restrict the Contractor to various streets and times of construction during the entire project.

The Contractor shall furnish all flagging and shall provide, erect and maintain all temporary traffic control devices required during construction. The Contractor shall delineate all obstructions and excavations with appropriate barricades. The Contractor shall provide a Traffic Control Drawing to the Engineer for approval prior to beginning work. The Contractor may utilize WSDOT Standard "K" drawings which best meets the needs for Traffic Control as applicable. Flagmen, barricades, signs and traffic control shall conform to the Standards established in the latest edition of the "Manual on Uniform Traffic Control Devices", published by the U.S. Department of Transportation.

All cost and expenses in connection with the handling and protection of traffic as herein specified shall be considered as incidental to and included in the applicable bid items, unless there are specific bid item for traffic control work.

13. USE OF EXPLOSIVES:

Blasting will not be permitted in any case without specific authority of the Owner, and then only under such restrictions as may be required by the proper authorities. Explosives shall be handled and used in strict compliance with "Safety Standards for Construction", by the Department of Labor and Industries, Olympia.

When the use of explosives is necessary for the prosecution of the work, the Contractor shall have a special clause in his insurance permitting blasting. He shall use the utmost care so as not to endanger life or property, cause slides or disturb the materials outside the neat lines of the cross section.

Blasting shall be completed in the vicinity of new structures before construction on such structures is undertaken. All explosives shall be stored in a secure manner and placed in compliance with local laws and ordinances, and all such storage places shall be clearly marked "Dangerous -- Explosives". No explosive shall be left in an unprotected manner along or adjacent to any existing highway or public place.

14. WATER:

Contractor shall provide water necessary for filling, pipe testing and flushing. The Contractor must have a temporary water valve and meter installed on a fire hydrant to use City water. There is a meter and usage charge.

15. SALVAGE:

Unless otherwise indicated on the drawings or in the specifications, all castings, pipe and any of the discarded facilities shall be carefully salvaged and stockpiled as directed by the Owner. The Owner shall have salvage rights to all equipment and materials. If Owner elects to dispose of any equipment or material, it shall be disposed of by the Contractor and at no cost to the Owner.

16. USE OF PREMISES:

Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

During the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

17. CONSTRUCTION STAKING:

Construction stakes will be provided by the Contractor for this project. A sufficient amount of stakes will be provided to accurately establish finish grades and locations of the piping and appurtenances. The Engineer will provide information on a nearby benchmark that can be used by the Contractor's surveyor for control.

18. SHOP DRAWINGS/SUBMITTALS/SAMPLES

The Contractor shall be required to submit six copies of submittals unless otherwise specified within individual technical specification sections, for all materials and equipment utilized on this project before ordering in accordance with the requirements listed below. Each copy shall be individually enclosed in a ring binder or other appropriate cover. The Contractor shall obtain the Engineer's written approval of the shop drawings, submittals, and samples before proceeding with the work they represent. The Contractor shall review and approve all shop drawings/submittals/samples prior to their submittal to the Engineer, in accordance with the General Conditions.

A. Shop Drawings and Technical Information:

1. Contractor shall submit Shop Drawings and Technical Information to Engineer for review and approval in accordance with the accepted schedule of submittals. All submittals will be identified as Engineer may require. The data shown on the Shop Drawings and Technical Information will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data.

- a. Information shall include materials of construction, certified shop drawings showing all dimensions and location of all openings and anchors, data on characteristics, features, efficiencies, and performances of each item to be furnished and installed under this section, complete wiring diagrams which locate the point of connection of the power supply, complete data on control systems and project-specific installation data for use by the Contractor.
 - b. Where standard information sheets are submitted, they shall be clearly marked to indicate features to be furnished under this Contract.
- B. Samples: Contractor shall submit Samples to Engineer for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as Engineer may require.
- C. Submittal Procedures:
 1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
 - a. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto.
 - b. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work.
 - c. All information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
 2. Contractor shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples, and with the requirements of the Work and the Contract Documents.
 3. Each submittal will bear a stamp or specific written indication that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 4. At the time of each submission, Contractor shall give Engineer specific written notice of such variations, if any, that the Shop Drawings or Sample submitted may have from the requirements of the Contract Documents. Such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to Engineer for review and approval of each separate variation.
- D. Engineer will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract

Documents. Engineer's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for in the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of separate items as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

- E. Shop drawings are not checked for quantities of materials, dimensional accuracy, dimensions subject to field conditions, or numbers of items to be supplied. These shall be the sole responsibility of the Contractor. Engineer's review and approval of Shop Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval.
- F. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by Engineer as required by Contract Documents, any related work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of the Contractor.
- G. Submittal schedule shall allow Engineer adequate time for review. The Engineer will provide timely review consistent with the quality and clarity of all shop drawings, submittals, and samples submitted by the Contractor.

19. GENERAL PRODUCT COMPLIANCE

General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Trade names and manufacturers names denote a character and quality of equipment desired and shall not be construed as limiting competition.

Procedures for Selecting Products: Contractor's shall select products based on contract document requirements, governing regulations, and not by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not limited to, the following for various indicated methods of specifying:

Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named

products comply with requirements or are a feasible selection; advise Engineer before proceeding.

“Or Equal”: Where named products in specifications text are accompanied by the term “or equal,” or other language of similar effect, comply with those contract document provisions concerning “substitutions” for obtaining Engineer’s approval (by change order) to provide an unnamed product.

Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor’s option.

Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.

PART VI
SPECIAL PROVISIONS

SPECIAL PROVISIONS

The 2016 Standard Specifications and Amendments shall be used in conjunction with these Special Provisions. Sections listed below but not modified are referenced for the CONTRACTOR's convenience only. Modified sections of the Standard Specifications shall be applicable for the purposes of a single bid item only and shall not represent a modification to all bid items, unless otherwise indicated.

DESCRIPTION OF WORK

The project for which bids will be received is described as follows:

Installation of nine residential grinder pumps on private property. Connection of ten houses to the grinder pumps with approximately 500 feet of 4-inch PVC sewer gravity pipe. Connection of the grinder pumps to the main sewage collection system with approximately 800 feet 1-1/4-inch HDPE pipe and construction of new mainline forcemain consisting of approximately 980 feet of 2" and 3" HDPE pipe and connection to an existing manhole. The project also requires removal and replacement of surfacing improvements including asphalt, concrete, gravel, lawn, fencing, decks and various landscaping items. The project also includes emptying and abandonment of ten septic systems. All man made or natural objects that require removal and/or replacement to complete the project shall be disposed of off site by the CONTRACTOR at a CONTRACTOR provided location.

RECOMMENDED CONSTRUCTION SEQUENCE

1. Locate and expose existing building sewer near proposed grinder pump location.
2. Excavate and install grinder pump wetwell (shell) to assure minimum slope for the inlet piping per Universal Plumbing Code.
3. Install 4" PVC gravity inlet pipe from the grinder pump to the existing building sewer. Do NOT connect at this time. Cap the pipe and mark location for final connection at a later date and backfill trench and grinder pump shell excavation.
4. Install electrical cable/conduit from grinder pump to local control/alarm panel and mount control panel. Provide electrical power to control panel.
5. Install 1-1/4-inch HDPE forcemain from pump shell to check and ball valve at R-O-W. Do NOT connect to existing onsite pressure distribution piping, but mark location for final connection at a later date. Backfill.
6. Once the new forcemain has been constructed and is connected to the discharge manhole and there is electrical power to the grinder pump control panel, install the grinder pump cores in the wetwells. Connect grinder pump 1-1/4-inch HDPE forcemain to existing onsite pressure piping (described in No. 5) where applicable.
7. The grinder pump manufacturer will start-up and field test grinder pump assemblies.
8. Once the grinder pump passes all field testing, connect building sewer to the grinder pump inlet pipe.
9. Replace any faulty building sewer pipe as needed.
10. Pump and abandon existing onsite septic tank. Onsite sewer abandonment must be done in accordance with Lewis County rules.
11. Restore property to pre-construction or better conditions.

UTILITIES

The owners of underground utilities or facilities known by the City to be located within the proposed area of excavations or project area include:

<p><u>Electric</u> Puget Sound Energy 2711 Pacific Avenue SE Olympia, WA 98501 (888) 225-5773</p> <p><u>Telephone-Fibre Optic</u> AT&T Contact: Ken Nybo (206) 465 7770 (800) 252-1133</p> <p>MCI/WorldCom Contact: Al Loper (local technician) (253) 518-7867(cell) (253) 518-7890</p> <p>Sprint Contact: Dick Roberts (manager) 360) 262-0983 (office) (360) 304-9026 (cell)</p>	<p><u>Water</u> City of Chehalis 2007 NE Kresky Avenue Chehalis, WA 98532 (360) 748-0238</p> <p><u>Cable Television</u> Comcast Contact: Mark Torres 440 Yauger Way SW Olympia, WA 98502 (360) 357-1230 (office) (206) 396-9334 (cell) (877) 824-2288 (emergency)</p>
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The one call Underground Utility Locate number for the area is 1-800-424-5555 or 811.

The above listed public or private organizations may have utilities within or near the project area. The list includes those utilities known to exist within the City of Chehalis. The list may not include all utilities within the project area.

With respect to all utilities in the project area including those identified above, the CONTRACTOR shall bear full responsibility for damage while working near them. Additionally, the CONTRACTOR shall take all steps required to comply with Chapter 144, Laws of 1984, (RCW 19.122).

For individual properties:

PRIOR TO DIGGING, THE CONTRACTOR, THROUGH OBSERVATIONS AND CONFERRING WITH PROPERTY OWNERS, SHALL IDENTIFY ANY KNOWN OR SUSPECTED UNDERGROUND PIPING INCLUDING PROPANE, FUEL OIL AND IRRIGATION SYSTEMS.

1-06 CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior to Use

Insert the following into Section 1-06.1:

The CONTRACTOR shall include the following on all material submittals:

Five (5) copies of each item being submitted for review at least two (2) weeks prior to incorporation into the project. Each copy shall be identified with the Bid Item for which it is being submitted for.

1.06.2 Acceptance of Materials

Insert the following into Section 1-06.2(1):

For any aggregate material, two (2) 5-gallon buckets of material will need to be submitted for testing.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.6 Permits and Licenses

Section 1-07.6 of the standard specifications is supplemented with the following:

The CONTRACTOR will be required to secure and pay for a utility work permit from the City of Chehalis. An electrical work permit will also be required. A City of Chehalis Business license is also required.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 of the standard specifications is supplemented with the following:

The CONTRACTOR shall call for utility locates a minimum of 48 hours (two working days) prior to excavating. The Utilities Underground Location Center's toll free telephone number is 1-800-424-5555.

Where existing service must be interrupted because of circumstances identified in the field, the CONTRACTOR shall notify the Public Works and all affected customers a minimum of 48 hours prior to the date and time of the disruption and indicate the duration of the disruption. The OWNER'S REPRESENTATIVE, upon approval of the property owner, may allow the interruption event to occur at the time that the circumstance is identified. The CONTRACTOR shall schedule construction to provide minimum interruption, which shall not exceed twelve (12) hours.

Where existing utility service is damaged through execution of this contract, the CONTRACTOR is responsible for repair of the service himself, or may arrange/pay for the repair by others. Utility services include: power, gas, cable television, telephone, water, drainage pipe, irrigation systems and fuel oil piping. A list of providers is on the preceding pages.

Where damage to an existing utility service is not repaired by 6:00 p.m., the CONTRACTOR shall make available suitable room and board for the affected residences at the CONTRACTOR's expense. Allowance by the CONTRACTOR for suitable room and board shall be determined by the following schedule for each day that utility service is unavailable after 6:00 p.m.:

Lodging - \$100 per night
Meals - \$30 per person per night

1-08 PROSECUTION AND PROGRESS

1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE a certification (WSDOT Form 420-004) that a written agreement between the CONTRACTOR and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed.

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the OWNER'S REPRESENTATIVE:

1. Request to Sublet Work (Form 421-012)

The CONTRACTOR'S records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The CONTRACTOR shall retain these records for that period. The CONTRACTOR shall also guarantee that these records of all subcontractors and lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

1-08.3 Progress Schedule

Add the following to Section 1-08.3:

A critical path schedule shall be submitted by the CONTRACTOR for review and approval by the OWNER'S REPRESENTATIVE a minimum of two working days prior to the preconstruction meeting. Work shall not begin until the critical path schedule is approved. Any deviation from the approved critical path must be submitted to the OWNER'S

REPRESENTATIVE with a modified critical path schedule two working days prior to the proposed deviation. Approval must be received by the OWNER'S REPRESENTATIVE prior to proceeding with the deviation. Costs for the critical path schedule shall be included in the bid items of this contract and will not be paid for individually.

1-08.4 Prosecution of Work

Delete the first sentence of paragraph one of Section 1-08.4 which begins "The CONTRACTOR shall begin..." and replace with the following:

The work shall begin on the first day contract times commence as specified on the Notice to Proceed document.

1-08.5 Time for Completion.

Delete the fourth paragraph of Section 1-08.5 which begins, "Contract time shall begin....", and replace with the following:

The contract time shall begin as specified on the Notice to Proceed found in Section III of these Contract Documents.

2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP

2-01.3 Construction Requirements

Section 2-01.3 is supplemented with the following:

Sod or other landscape material removed during clearing and grubbing for trench or pump shell excavation shall be protected and stored to ensure replacement and/or restoration. Removed sod shall be cut in a neat line prior to removal. Plywood shall be used under equipment on lawns to protect the adjacent undisturbed lawn area.

Pruning and temporary tree or shrub removal may be required in some instances to complete the work in this contract. No temporary tree or shrub removal or pruning work shall commence without our prior consultation with and consent of the property owner and/or the City of Chehalis. Tree or shrub removal and pruning shall be done in accordance with these Specifications or as directed by the property owner and/or the City of Chehalis.

Transport plant material to prevent damage. Tie branches as necessary. Use burlap bags to protect bark from rope chafing. Do not drag plant material.

All existing trees and shrubs within the project area shall be retained and protected during construction unless otherwise noted on the plans.

If tree or shrub establishment is required, it shall be the responsibility of the CONTRACTOR.

All excavation or grading within protected root zones shall be done by hand or with small

equipment to minimize root damage. Any roots less than 1-inch in diameter exposed by the construction operation shall be pruned flush with the soil. Any roots greater than 1-inch in diameter exposed by the construction operation shall be protected until the root areas are backfilled. If the construction operation causes irreparable damage to the tree or its roots, the CONTRACTOR shall be responsible for all work and materials required to correct the problem, as directed by the City of Chehalis, at no cost to the City. Property owners shall be compensated the full value of any healthy tree or shrubs that die within one year of completion of the work.

Backfill root areas with good quality topsoil as soon as possible. If exposed root areas will not be backfilled during the working day, the CONTRACTOR shall cover them with organic material in a manner which reduces soil temperature and minimizes water loss due to evaporation until backfill is applied.

Pruning to provide clearance for structures, vehicle traffic, and equipment shall take place before construction begins and shall be done in the presence of the City of Chehalis. The CONTRACTOR shall give two working days' notice (48-hours) prior to any pruning operations. All finished pruning must be done according to recognized, approved industry standards.

CONTRACTOR shall show excavation limits to the property owner and resident prior to excavation. Any flowers, shrubs or trees not removed by the property owner/resident shall be carefully removed and stored out of the work area. CONTRACTOR shall replant removed items after trench has been backfilled including items removed by the property owner/resident.

2-01.5 Payment

Section 2-01.5 is supplemented with the following:

All costs for tree or shrub removal and pruning shall be considered incidental to other bid items under this contract.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

Items such as fences, decks, rock walls, etc. shall be removed using non-destructive methods and shall be maintained in good condition until replaced in a condition equal to or better than when removed. The CONTRACTOR shall identify pre-existing defects to the OWNER'S REPRESENTATIVE prior to removal. The CONTRACTOR shall not correct any pre-existing defects during replacement unless the property owner agrees to pay any materials or additional labor cost to correct the pre-existing defect.

Any damage to existing site improvements, structures, landscaping, or portions thereof, shall be repaired, replaced or otherwise restored at the CONTRACTOR's expense.

2-02.3(3) Removal of Pavement, Sidewalks and Curbs

Section 2-02.3(3) is supplemented with the following:

Where paving surfaces are being removed, the pavement shall be sawcut and removed. Where remaining pavement has been undermined during excavation, it shall be trimmed back to undisturbed subgrade.

2-02.3(4) Removal and Abandonment of Side Sewer Laterals and Related Structures

Section 2-02.3(4) is added:

Existing building sewer lines may need to be replaced beyond the nearest connection point to the new grinder pump station if they are determined to be faulty or of substandard material as determined by the OWNER'S REPRESENTATIVE. Faulty or substandard piping is considered any piping with a high potential for infiltration and inflow. Examples of faulty or substandard piping include concrete, clay, and fibre ("Orangeburg") piping. No specific replacement of building sewer lines has been called out in the plans, and the need for replacement sewer lines will be determined in the field during construction.

If the slope of the existing sewer line is less than 2%, the replacement pipe must be installed in the same location and grade as the existing pipe. For sewer lines with a slope greater than 2%, the CONTRACTOR has the option to install the new pipe in a new trench and abandon the old pipe in place, provided the new pipe has a minimum slope of 2%.

Any openings in abandoned pipe shall be plugged watertight with Class C concrete.

2-02.5 Payment

Delete Section 2-02.5 and add the following:

Costs for removal and replacement of items such as fences, decks, rock walls, etc. shall be considered incidental to the bid items for the project.

Costs for removal of pavements and abandonment of existing piping shall be considered incidental to the bid items for the project.

Costs for replacement of building sewer piping shall be per Bid Item 14.

Cost for replacement of pavements shall be per Bid Items 9-10.

2-04 HAUL

2-04.5 Payment

Section 2-04.5 is supplemented with the following:

All costs for hauling shall be considered incidental to and included in the unit contract prices and no additional payment shall be made.

2-07 WATERING

2-07.3 Construction Requirements

Section 2-07.3 is supplemented with the following:

The CONTRACTOR may use water from the property owner's hose bib with permission from the property owner; otherwise the nearest fire hydrant shall be used as necessary for cleanup and plant/grass watering. An appropriate check valve and meter from the City shall be used.

2-07.5 Payment

Section 2-07.5 is supplemented with the following:

All cost for water shall be considered incidental to the bid items.

2-11 TRIMMING AND CLEANUP

2-11.1 Description

Section 2-11.1 is deleted and replaced with the following:

This work consists of trimming, cleaning and dressing all project work areas disturbed by the CONTRACTOR's operations.

2-11.3 Construction Requirements

Section 2-11.3 is supplemented with the following:

The CONTRACTOR shall restore all private property to pre-existing conditions or better after completion of all work. Private property restoration must be substantially complete 48 hours after abandonment of the existing onsite sewer system.

To ensure complete and expeditious clean-up and restoration, the CONTRACTOR shall employ due diligence to minimize disturbance of lawns, landscaping material, shrubs, trees, structures and utilities during execution of the contract. Due diligence for the purpose of this contract is defined as using appropriate equipment and mitigation methods to minimize disturbance to

private property and shall include, but not be limited to: rubber tired excavation equipment of the smallest practical size, plywood panel equipment support, hand excavation, excavation spoil tarps or other methods deemed appropriate or as directed by the OWNER'S REPRESENTATIVE.

Plant materials that are new, or replaced, shall be installed immediately upon completion of all work on the property. Should unavoidable delays in planting occur, rootballs and containers shall be covered with moist soil or mulch to prevent damage.

When construction operations are such that debris from the work is deposited on the streets or sidewalks, the CONTRACTOR shall, as a minimum, remove on a daily basis any deposits or debris which may accumulate on these surfaces. Should daily removal be insufficient to keep the streets clean, the CONTRACTOR shall perform removal operations on a more frequent basis. If the OWNER'S REPRESENTATIVE determines that a more frequent cleanup is impractical, or if the CONTRACTOR fails to keep the streets free from deposits and debris resulting from the work, the CONTRACTOR shall upon order of the OWNER'S REPRESENTATIVE provide facilities for and remove all clay or other deposits from the tires or between wheels before trucks or other equipment will be allowed to travel over paved streets. Should the CONTRACTOR fail, or refuse, to clean the streets in question or the trucks or equipment in question, the OWNER'S REPRESENTATIVE may order the work suspended at the CONTRACTOR's risk until compliance with the CONTRACTOR's obligation is assured; or the OWNER'S REPRESENTATIVE may order the streets in question cleaned by others and such cost incurred by the OWNER in achieving compliance with these contract requirements, including cleaning of the streets shall be deducted from monies due, or to become due, the CONTRACTOR. The CONTRACTOR shall have no claim for delay or additional cost should the OWNER'S REPRESENTATIVE choose to suspend the CONTRACTOR's work until compliance is achieved.

Silt debris shall not be allowed to obstruct or enter the storm drainage facilities, or be flushed or swept to private property.

2-11.3(1) Plant Material Replacement and Installation

Section 2-11.3(1) is added to the Special Provisions:

General: Dig pits for trees, shrubs, and forbs as indicated and consistent with good horticultural practice. The inside surface of planting pits shall be rough, not smooth. Backfill material for planting shall be imported topsoil.

If the CONTRACTOR encounters any unusual conditions which in their opinion may be detrimental to the new planting, CONTRACTOR shall notify the OWNER'S REPRESENTATIVE immediately.

If unsuitable material is encountered, adjustments shall be made by the OWNER'S REPRESENTATIVE in planting location and/or species of plant material to be planted. CONTRACTOR shall notify the OWNER'S REPRESENTATIVE and property owner of any

unsuitable conditions prior to planting.

Planting Procedure:

1. Soak dried rootballs or rootmasses sufficiently before planting.
2. Cleanly prune broken roots ½-inch or more in diameter.
3. Hold plants in center of hole at normal growing position and backfill with uncompacted soil. Finish grade at root crown shall be at the level at which the plant was originally growing and shall meet and match site contour.
4. Protect planted and seeded areas against harm from wind, unusual weather or vandalism. Special techniques may be required by the OWNER'S REPRESENTATIVE for unseasonal planting, prolonged periods of drought, etc. Perform work in, over or adjacent to planted and seeded areas with proper protection and safeguards. Maintain planted and seeded areas in healthy vigorous condition until project acceptance.

2-11.3(2) Provisional Project Acceptance

Section 2-11.3(2) is added to the Special Provisions:

General: Provisional acceptance of the revegetation work shall be made by the OWNER'S REPRESENTATIVE to determine 100 percent completion of work after completion of planting and seeding work and at such time when seed mix is well established, vigorous and showing uniform stand. CONTRACTOR shall request inspection by the OWNER'S REPRESENTATIVE at least 24 hours before anticipated inspections.

Notification of Acceptance: The OWNER'S REPRESENTATIVE shall notify CONTRACTOR in writing provisional acceptance of work (following completion of repairs). Upon such notice, CONTRACTOR shall have no further responsibilities for the work performed under this section except as covered under Guarantee.

2-11.3(3) Guarantee

Section 2-11.3(3) is added to the Special Provisions:

Guarantee period for plant material and seeded areas against defects of materials and workmanship shall be for one (1) year from date of provisional acceptance.

CONTRACTOR shall replace plant materials that did not survive and reseed bare ground or thin stands within seeded areas where cover is sparse or seeds did not take as originally specified, and shall make repairs as noted by OWNER'S REPRESENTATIVE. Final acceptance of planted and seeded areas shall be verified in writing to the CONTRACTOR by the OWNER'S REPRESENTATIVE.

One year guarantee period shall also apply to plants, tree and shrubs that were temporarily removed and trees and shrubs that sustained root damage during construction activities.

2-11.3(4) Protection of Existing Landscaping

Section 2-11.3(4) is added to the Special Provisions:

CONTRACTOR shall protect existing vegetation. In the event that any existing vegetation is damaged or destroyed as a result of the CONTRACTOR's activities during construction, the CONTRACTOR shall pay the property owner for the appraised value of the vegetation as determined by the City.

2-11.5 Payment

Section 2-11.5 is supplemented by adding the following:

Furnishing all materials, labor, tools, equipment, and supplies necessary to excavate and prepare soil, plant, fertilize, fine grade and cleanup planting pit as specified is incidental to other work under this contract.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.3(1)A Trenches

Section 7-08.3(1)A is supplemented with the following:

All unattended open trenches within the rights-of-way, or in or adjacent to private driveways, shall have a one-inch steel plate cover placed with a one-foot overlap. Plates shall be anchored with spiking as directed by the OWNER'S REPRESENTATIVE. A suitable asphalt transition wedge (one-foot minimum) shall be placed for a smooth transition between the pavement and the steel plate. Warning signs shall be used to alert the public of the presence of the steel plates.

All open trenches outside the rights-of-way and not adjacent to private driveways that are left unattended shall have a one-inch CDX plywood sheet cover placed with a one-foot overlap. The plywood shall be anchored with spiking as directed by the OWNER'S REPRESENTATIVE. Warning signs shall be used to alert the public of the presence of the plywood sheets.

7-18 SIDE SEWERS

7-18.3(1) General Conditions

Section 7-18.3(1) is supplemented with the following:

This construction work will require entrance and disruption of private property. The CONTRACTOR will be required to make contact with the affected property owner/resident and give them notification of when work will occur on the property and what obstacles will need to be removed (see Special Provisions for Section 2-01.3). Private property owners have signed a permission form authorizing entry on to the property. These forms are available for inspection if desired.

The CONTRACTOR will begin work on a site after 8:00 a.m. and will be offsite by 6:00 p.m. Residents will be requested to not use sanitary sewer facilities when it comes time to connect to the existing building sewer.

Water and sewer crossings: A minimum of 18-inches vertical separation (with the water pipe above the sewer pipe) and 10 feet horizontal separation shall be provided between sewer and water pipelines. If these separation criteria cannot be met, the horizontal separation can be reduced to 5 feet. For water and sewer line crossings, the sewer line shall cross under the water line with at least 18-inches of vertical separation from the invert of the water line to the top of the sewer line. The sewer line shall be encased in concrete for a distance of 10 feet on each side of the crossing. In lieu of the concrete, the piping may also be encased in one-quarter inch thick continuous steel/ ductile iron or pressure rated PVC pipe with an SDR of 18 or less. The void between the piping and the casing must be pressure grouted with sand-cement grout or bentonite. Commercially available skids and end seals may be used instead of the pressure grouting. Water and sewer crossings are shown on the Drawings.

7-18.5 Payment

Section 7-18.5 is supplemented with the following:

Payment for waterline crossings shall be considered incidental to the per lineal foot unit cost for Bid Items 15 and 16.

**CITY OF CHEHALIS
COAL CREEK SEWER PROJECT
BID ITEMS**

BID ITEM 1: MISCELLANEOUS CONSTRUCTION

This bid item shall be accomplished in accordance with the Drawings and Standard Specification Section 1-09.6 except as modified below.

1-09.6 Force Account

Insert the following paragraph before the first paragraph of Section 1-09.6, which begins "The terms of the contract or of a change order may call...":

The Miscellaneous Construction bid item has been included for any additional work directed by the OWNER'S REPRESENTATIVE that is not required by the original contract. The amount indicated in the proposal for this bid item is to provide a common bid amount. The actual amount paid under this bid item may vary from no payment to the full amount of the bid item.

Add the following as the last paragraph of Section 1-09.6:

In lieu of the preceding prescribed method of determining payment for force account work, payment may be made at unit prices or lump sum prices agreed to by the OWNER'S REPRESENTATIVE and the CONTRACTOR, prior to beginning the Miscellaneous Construction work.

BID ITEM 2: MOBILIZATION

This bid item shall be accomplished in accordance with the Drawings and Standard Specification Section 1-09.7.

**BID ITEM 3: TRAFFIC CONTROL &
BID ITEM 4 FLAGGERS AND SPOTTERS**

These bid items shall be accomplished in accordance with the Drawings, WSDOT Standard Drawings Section K, and Standard Specification Sections 1-07.23 and 1-10, except as modified below.

1-10.1 General

Revise the first paragraph to read:

The CONTRACTOR shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The CONTRACTOR shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the CONTRACTOR's operations which may occur on highways, roads, streets, sidewalks, or paths.

No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

1-10.2(2) Traffic Control Plans

Add the following as the first sentences of Section 1-10.2(2)

Applicable Drawings from WSDOT Section K and/or those depicted in the MUTCD are available for the CONTRACTOR to use as examples drawings. Traffic Control Drawings may be customized by the CONTRACTOR for specific use on this project.

1-10.3(3)A Construction Signs

The first paragraph of Section 1-10.3(3)A is revised to read as follows:

All signs required by the approved traffic control drawing(s) as well as any other appropriate signs prescribed by the OWNER'S REPRESENTATIVE shall be furnished by the CONTRACTOR. The CONTRACTOR shall provide the posts or supports and erect and maintain the signs in a clean, neat, and presentable condition until the necessity for them has ceased. All non-applicable signs shall be removed or completely covered with metal, plywood, or an OWNER'S REPRESENTATIVE approved product specifically manufactured for sign covering during periods when they are not needed. When the need for these signs has ceased, the CONTRACTOR, upon approval of the OWNER'S REPRESENTATIVE, shall remove all signs, posts, and supports from the project and they shall remain the property of the CONTRACTOR.

The first paragraph of Section 1-10.3(3)A is supplemented with the following:

There shall be no intermixing of signs with non-fluorescent orange reflective sign sheeting and signs with fluorescent orange reflective sign sheeting on the same sign post.

The CONTRACTOR shall maintain all Class A and Class B signs and other traffic control devices.

The following paragraph shall be added to Section 1-10.3(3)A:

"MOTORCYCLES USE EXTREME CAUTION" signs per W21-1701 of the WSDOT Sign Fabrication Manual shall be supplied by the CONTRACTOR if there will be grooved pavement, abrupt lane edges, steel plates or gravel-or-earth surfaced roadways within the project limits. The CONTRACTOR shall include the signs in the Traffic Control Drawing and install the signs in advance of the work zone and maintain the signs for as long as the above conditions are present. These signs are in addition to any other signs stating the condition of the roadway. **"MOTORCYCLES USE EXTREME CAUTION"** signs shall be considered Class B signs.

The fourth paragraph of Section 1-10.3(3)A is supplemented with the following:

In the event of disputes, the Public Works Department will determine if a construction sign is considered as a Class A or B construction sign.

The CONTRACTOR shall furnish, install, and remove all Class B construction signs and all cones, barricades, flashers, and other traffic control devices of a temporary and portable nature.

The fifth paragraph of Section 1-10.3(3)A is revised to read as follows:

If it is necessary to add weight to signs for stability, only a bag of sand that will rupture on impact shall be used. The bag of sand shall: (1) be furnished by the CONTRACTOR, (2) have a maximum weight of 40 pounds, and (3) be suspended no more than 1 foot from the ground.

The last sentence of Section 1-10.3(3)A is revised to read as follows:

Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Public Works deems to be unacceptable while their use is required on the project, shall be replaced by the CONTRACTOR without additional compensation. Payment for setup and take down of Class B signs will be limited to the labor cost to do the work described in Section 1-10.3(1), and for transportation described in Section 1-10.3(2).

BID ITEM 5: SAWCUTTING

This bid item shall be accomplished in accordance Section 2-02 as modified below:

2-02.3 Construction Requirements

Add the following as Section 2-02.3(3)

Existing concrete, asphalt, “chip seal”, sidewalk, curb, gutter or driveway pavement shall be sawcut before commencing excavation. All cuts shall be continuous, to the depth of the existing asphalt or concrete surface with a water cooled machine especially equipped for this purpose. If required by the Public Works, pavement may require two cuts along each side of the trench. The first set of cuts shall be wide enough to install the pipe. The second set of cuts shall be wide enough to insure new pavement will rest on a minimum 6-inches undisturbed surface on each side of the trench and shall be made immediately before final surface restoration. If the CONTRACTOR elects to cut the surfacing with other tools, such as wheels mounted on equipment, no payment will be made. This wheel mounted equipment shall only be used for the initial cut, final cutting shall be made with the water cooled machine.

2.02.4 Measurement

Add the following to the end of Section 2-02.4

“Sawcutting” per linear foot, shall be measured along the actual cut and shall include all material and work to accurately cut the pavement at the location shown in the detail or at the direction of the Public Works.

2-02.5 Payment

Add the following to the end of Section 2-02.5

Payment will be made by the linear foot of sawcutting required as directed by the Public Works.

BID ITEM 6: IMPORT TRENCH BACKFILL

This bid item shall be accomplished in accordance with Standard Specification Section 4-04 except as modified below.

4-04.1 Description

As the last paragraphs of Section 4-04.1, add the following:

Imported trench backfill shall be placed in trenches/excavations under all traffic areas including: alleys, driveways, parking areas, roadways, roadway shoulders and sidewalks; and underneath any structures that require a suitable sub-grade, or as directed by the OWNER'S REPRESENTATIVE. Restoration of gravel areas in alleys, roadway shoulders and at other locations as directed by the OWNER'S REPRESENTATIVE shall be accomplished by placing and compacting import trench backfill to match existing lines, grades, and elevations. Drainage shall be maintained to match existing pre-construction conditions. No "potholes" will be allowed. Imported trench backfill shall conform to the gradation for "Crushed Surfacing-Top Course" Section 9-03.9 (3).

CONTRACTOR shall use native backfill in landscaping areas per the trench excavation detail in the drawings. CONTRACTOR may use native backfill for the installation of the grinder pumps provided the CONTRACTOR removes any rocks larger than 3" before backfilling the grinder pump installation. Otherwise imported backfill will be used.

Crushed Surfacing Top Course shall be used for bedding, road repair, all disturbed roadway shoulders, in gravel driveways and all other areas where existing gravel or paved surfaces have been disturbed by the CONTRACTOR or as directed by the OWNER'S REPRESENTATIVE. In addition, Crushed Surfacing Top Course shall be used as a 6" base for the grinder pump wetwell (shell).

4-04.4 Measurement

Add the following at the end of Section 4-04.4:

Imported backfill material, shall be measured per ton of material. No measurement will be made for pipe and grinder pump bedding/base material or onsite sewer tank backfill as it will be considered incidental to those bid items.

4-04.5 Payment

Add the following to the end of Section 4-04.5:

Imported backfill material, shall be paid per ton of material. Payment for pipe and grinder pump bedding/base material and onsite sewer tank backfill will be considered incidental to those bid items.

BID ITEM 7: NATIVE SOIL TRENCH BACKFILL

This bid item shall be for using native soil for backfill in non-traffic areas.

4-04.1 Description

Suitable native backfill may be used as backfill above the pipe zone for trenches in non-traffic areas.

4-04.4 Measurement

Measurement for native trench backfill shall be per C.Y.

4-04.5 Payment

Native backfill material shall be paid per C.Y. of material.

BID ITEM 8: COLD MIX ASPHALT

Cold mix shall be installed in accordance with Section 5.04 as modified below:

Add the following as Section 5-04.3(22)

Cold mix shall be used to provide a temporary asphaltic surface in trenched areas of asphalt or concrete streets or alleys where directed by the Engineer. Depth of cold mix shall be 2-inches and used at locations where permanent surface restoration cannot be accomplished in a timely manner.

The cold mix AC requirements will be dependent upon the restoration sequence undertaken by the contractor. Surface restoration may immediately follow trench backfill and compaction with the Contractor aware that failure in testing the new pipe installation will require any additional surface restoration at Contractor expense.

Cold mix shall be rolled or compacted with a plate compactor and maintained in good condition, in the opinion of the Engineer, until it is replaced with permanent surfacing.

In the event the Contractor uses a product that, in the opinion of the engineer, meets or exceeds the quality and longevity of HMA Class ½ inch-PG64-22 pavement, and or the adjacent pavement, the engineer may allow the cold mix pavement to remain as a permanent surfacing material.

Add the Following to the end of Section 5-04.5

Payment for cold mix shall be per ton. Maintenance and removal of the cold mix patch and

excess crushed surfacing material used to bring the surface to an elevation matching the adjacent surfaces shall be included in the bid item.

BID ITEM 9: HMA CLASS 1/2 INCH – PG 64-22

These bid items shall be accomplished in accordance with the Drawings and Standard Specification Section 5-04, except as modified below.

5-04-.3 Construction Requirements

Add the following to Section 5-04.3(5)A:

To paragraph two of Section 5-04.3(5)A, which begins "A tack coat of...", and replace with the following:

Tack coat may be deleted at the discretion of the OWNER'S REPRESENTATIVE if the first lift of asphalt remains clean until the second lift is placed.

5-04.3(8)A.1 Acceptance Sampling and Testing – HMA Mixture

Delete the second sentence of the second paragraph of Section 5-04.3(8)A.1, which begins "Statistical evaluation will be used...".

Delete the third paragraph of Section 5-04.3(8)A.1, which begins "Non-statistical evaluation will be used...", and replace with the following:

Non-statistical evaluation will be used for the acceptance of HMA unless specified otherwise in the Contract.

5-04.3(10)A General

Add the following to paragraph two of Section 5-04.3(10)A, which begins "Compaction shall take place...":

Approaches shall be compacted with vibratory plates or a small roller if determined necessary by the OWNER'S REPRESENTATIVE.

Delete the first sentence of paragraph three of Section 5-04.3(10)A, which begins "The type of rollers..." and replace with the following:

Separate breakdown and finish rollers are required. The relative position on the compaction sequence shall be at the CONTRACTOR's option, provided the specified densities are attained.

5-04.3(12) Joints

Add the following to paragraph one of Section 5-04.3(12), which begins "The CONTRACTOR shall conduct...":

All intersection radii, turn pockets, and widened shoulders shall be paved immediately before or

immediately after the paving of the adjacent continuous through lane, as directed by the OWNER'S REPRESENTATIVE. All joints shall be hot lapped.

5-04.3(12)A Transverse Joints

Section 5-04.3(12)A is supplemented with the following:

The HMA overlay shall be placed adjacent to a sawcut edge to produce a smooth riding connection to the existing pavement.

5-04.3(13) Surface Smoothness

The second sentence of Section 5-04.3(13) is revised to read:

The completed surface of the wearing course shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline.

5-04.3(17) Paving Under Traffic

Delete paragraphs four and five of Section 5-04.3(17) which begin "During paving operations,..." and "All costs in connection...", respectively, and replace with the following:

Temporary striping shall be required on all lifts of asphalt concrete pavement on roads currently striped unless a lift will be covered by another lift before darkness on the same day.

5-04.5 Payment

Add the following to Section 5-04.5:

The cost of asphalt for tack coat, preparation of existing surfaces, temporary striping and removal of existing buttons and all other costs in connection with performing the work in accordance with these requirements shall be included in the unit cost for the HMA bid item of this contract.

BID ITEM 10: GRINDER PUMPS

The Contractor is responsible for purchasing, installing, testing and starting up nine individual packaged grinder pump stations. Eight stations will serve one house and one station will serve a house and a mobile home on an adjacent lot.

Accessories included with the grinder pumps shall include the following:

- Open Wetwell
- Wetwell Cover with Vent
- Electrical Cable
- Grinder Pump Alarm Panel/ Circuit Breaker with Pad Lock

Grinder Pump Description

The grinder pumps will be used for single-family residences.

CORE UNIT: The grinder pump station shall be a cartridge type, easily removable core assembly consisting of pump, motor, grinder, all motor controls, check valve, anti-siphon valve, level control, electrical quick disconnect (EQD) and wiring.

The packaged grinder pumps are to be simplex Hydromatic HPGR200, Submersible Sewage Grinder Pump, Barnes PGPP, or Liberty Pump LSG200, or approved equal.

SHELL: The grinder pumps shall be installed in fiberglass or PVC shell as shown on the drawings. Pumps serving one house shall have a minimum capacity of 80 gallons and the shell serving a house and mobile home shall have a minimum capacity of 120 gallons. Shell depth is dependent upon inlet pipe depth. Each shell to have check valve, isolation valve and lifting rope. Shell to have three floats for pump control; pump on, pump off and high level alarm.

CONTROL/ALARM PANEL: Each grinder pump station shall include a NEMA 4X, UL-listed control/alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be made of either thermoplastic polyester or fiberglass and include a hinged, lockable cover with padlock. The control/alarm panel contains two circuit breakers - one for the pump core's power circuit and one for the alarm circuit. The control/alarm panel shall also contain the following features: external audible and visual alarm; push-to-run switch, push-to-silence switch, and high level alarm capability. Panel to be Orenco Simplex Control Panel, or approved equal. Pump power load is 2 HP.

Execution

The CONTRACTOR shall pothole the existing building sewer piping to determine the depth of the wetwell (shell) that will be needed to serve the property. The CONTRACTOR shall obtain the correct depth of pump shell required based on the depth of the inlet pipe.

The CONTRACTOR shall be responsible for providing a firm subgrade for the grinder pump station. Six (6) inches of Crushed Surfacing Top Course shall be placed in the excavation bottom prior to installing the grinder pump station. The grinder pump station shall not be set into the excavation until the installation procedures and excavation have been approved by the OWNER'S REPRESENTATIVE. Backfill for the grinder pump excavation shall be per Section 4-04 of the Special Provisions.

The grinder pump unit must not be dropped, rolled or laid on its side for any reason. If the grinder pump unit is damaged by the CONTRACTOR, the CONTRACTOR shall provide an identical pump station at no cost to the OWNER.

The grinder pump wetwell shall have all necessary penetrations molded in and factory sealed. To ensure a leak free installation no field penetrations shall be acceptable.

The accessway (without the cover) to the grinder pump station shall be 1'-4" above finished grade. The finished grade shall slope away from the unit.

The diameter of the excavation must be large enough to allow for a concrete anchor/ballast which will be provided and installed by the CONTRACTOR. The amount of concrete required for the ballast is provided in the manufacturer's installation instructions. Prior to pouring the anchor, the grinder pump wet well shall be leveled and filled with water to the bottom of the inlet to help prevent the unit from shifting while the concrete is being poured. The concrete must be manually vibrated to ensure there are no voids. If it is necessary to pour the concrete to a level higher than the inlet piping, an 8" sleeve is required over the inlet prior to the concrete being poured.

The grinder pump station will include either a factory installed socket or grommet to allow connecting to a 4" PVC SDR 35 influent gravity pipe. The CONTRACTOR shall stubout the 4" PVC gravity piping from the grinder pump to the location where the connection will be made to the existing building sewer piping.

The package pumps will come with a standard power cable provided by the grinder pump manufacturer. This cable shall be supplied with a factory installed electrical quick disconnection (EQD) half to connect to the mating EQD half on the core. The electrical cable shall be installed inside a CONTRACTOR-supplied 2-inch PVC conduit from the grinder pump station to the control/alarm panel. The electrical conduit shall be installed with a minimum of 18-inches of cover, or per local code, which ever provides more cover. The grinder pump control/alarm panel shall be mounted per national and local codes at a conspicuous location that is agreeable to the City of Chehalis and the property owner. CONTRACTOR shall provide all hardware required to mount the control/alarm panel. The CONTRACTOR will be responsible for providing electrical service to the control/alarm panel under the Electrical Service Allowance bid item.

START-UP/ FIELD TESTING

CONTRACTOR shall coordinate start-up and field testing with the grinder pump manufacturer representative.

RESTORATION

Properties shall be restored per Section 2-01 and 2-02 of the Special Provisions.

Payment

The unit price cost for the grinder pump stations (Bid Item 10) shall include all costs related to purchasing and installing all of the individual grinder pump assemblies; grinder pump control/alarm panels; and electrical wiring from the pump to the control panels. The costs for providing and installing electrical conduit from the pump to the control panel shall also be incorporated into the lump sum price for the grinder pump stations. Most installations will require 32 feet or less of electrical cable/conduit. Any additional electrical cable/conduit required beyond 32 feet will be considered incidental to that installation.

Other costs incidental to the grinder pump installation shall include, but not be limited to: excavation; concrete ballast; backfill with native materials; bedding; and compaction. Extra excavation may be required to accommodate a deeper set wetwell depending on local site conditions.

The extra excavation is considered incidental to the unit price for installing the grinder pumps and the 4 inch gravity inlet pipe (Bid Item 17).

BID ITEM 11: LOCATE AND CONNECT TO BUILDING SEWER

This bid item shall be done in accordance with the recommended construction sequence and shall include provisions for: 1) providing a pipe end marker at the location where the existing building sewer will connect to the new grinder pump inlet piping; 2) locating the marker after the new forcemain has been installed to the discharge manhole; and 3) furnishing and installing an appropriate fitting/ coupler to make the connection between existing and new piping.

Appendix B contains detailed maps that show septic tank locations for the houses where the tank location is known.

7-18.3(4) Extending Side Sewers into Private Property

Section 7-18.3(4) is supplemented with the following:

Connection between the existing building sewer and the new 4” PVC SDR 35 gravity sewer pipe to the grinder pump shall be made with a manufactured flexible watertight transition coupling, approved fitting, reducer or an adapter/coupling adapter where necessary. While the CONTRACTOR is installing the grinder pump wetwell (shell), the CONTRACTOR shall pothole and note the type of existing sewer pipe where the connection will be made and the type of fitting/coupler/adapter that will be required.

Connection to the existing building sewer cannot be done until: 1) the new forcemain is constructed and tied into the discharge manhole; 2) the CONTRACTOR has provided electrical service to the grinder pump station; and 3) the grinder pump station has passed required field testing.

7-18.5(A)Payment

Add the following section:

Payment for this bid item shall be lump sum on the Bid Schedule.

BID ITEM 12: 1.25” HDPE SDR 11 SERVICE CONNECTION PIPE

BID ITEM 13: 2” HDPE SDR 11 SEWER COLLECTION PIPE

BID ITEM 14: 3” HDPE SDR 11 SEWER COLLECTION PIPE

BID ITEM 15: 3” HDPE SDR 11 CASING PIPE

BID ITEM 16: 6” HDPE SDR 11 CASING PIPE

These bid items shall be accomplished in accordance with Standard Specification Section 7-08 and 7-17, except as modified below.

7-08.2 Materials

Delete the text of Section 7-08.2 and replace with the following:

Materials shall meet the requirements of the following sections:

Gravel Backfill for HDPE Pipe Bedding9-03.9(3), Top Course

7-08.3(1)C Bedding the Pipe

Revise the second paragraph of Section 7-08.3(1)C Bedding the Pipe to read as follows:

Pipe bedding shall be with uncompacted “pea gravel” as shown in the drawings.

7-17.2 Materials

Add the following to the list of Thermoplastic materials in this section:

High Density Polyethylene (HDPE) Pipe and fittings.

HDPE pipe shall be made from Premium High Density Polyethylene resin qualified as Type III, Category 5, Class C, Grade P34 in ASTM D1248-81. This material shall have a long term hydrostatic strength of 1600 psi when tested and analyzed by ASTM D2837-76 (1981), and listed by the Plastic Pipe Institute as a P.E. 3408 Resin. The pipe shall be in compliance with all of the material standards as identified herein:

- ASTM D-638 Tensile Strength Yield (2in/min), >3300 psi
- ASTM D-638 Elongation at break, 800%
- ASTM D-638 Modulus of Elasticity, 120,000 psi
- ASTM D-3350 Flexural Modulus, 140,000 psi
- ASTM D-1693 Environmental stress crack resistance (E.S.C.R.) Condition C, >5000 F 20 Hrs.
- ASTM D-2837 Long term strength (L.T.H.S.) @ 73.4°F, 1600 psi

All HDPE pipe, fittings or pipe stubs shall be SDR 11, manufactured and delivered to the project site in rolls. All HDPE pipe sizes shown on drawings and as specified herein are in reference to “Iron Pipe Size” diameter, unless otherwise indicated. Pipe sizing is to be according to ASTM F714-83 or ASTM D3035-83.

HDPE pipe shall contain no recycled compound except that generated in the manufacturer's own drawing from resin of the same specification. The polyethylene pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be uniform in color, opacity, density, and other physical properties. The pipe shall be striped with 4 equally spaced green stripes along its length.

Tests for compliance with this specification shall be made as specified herein and in accordance with the applicable ASTM Specification. A certificate with this specification shall be furnished upon request, by the manufacturer for all material furnished under this specification. Polyethylene plastic pipe and fittings may be rejected if they fail to meet any requirements of this specification.

Transport, handle, and store pipe and fittings as recommended by manufacturer. If new pipe and fittings become damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the OWNER'S REPRESENTATIVE at the CONTRACTOR's expense. Deliver, store and handle other materials as required to prevent damage.

FITTINGS:

Butt Fusion Fittings: Butt fusion fittings shall be in accordance with ASTM D3261 and shall be manufactured by injection molding, a combination of extrusion and machining, or fabricated from HDPE pipe conforming to this specification. All fittings shall be pressure rated to provide a working pressure rating no less than that of the pipe. No "in the field" fabricated fittings will be allowed. In shop fabricated fittings shall be manufactured using a McElroy Datalogger to record fusion pressure and temperature. A graphic representation of the temperature and pressure data for all fusion joints made producing fittings shall be maintained as part of the quality control. The fitting shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

Electrofusion Fittings: Electrofusion fittings shall be PE3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-02 and be the same base resin as the pipe. Electrofusion fittings shall have a manufacturing standard of ASTM F1055.

Flanged and Mechanical Joint Adapters: Flanged and Mechanical Joint Adapters shall be PE 3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-02 and be the same base resin as the pipe. Flanged and mechanical joint adapters shall have a manufacturing standard of ASTM D3216. All adapters shall be pressure rated to provide a working pressure rating no less than that of the pipe.

Compression Couplers: Compression couplers will be allowed only where pipe joins valves. The Compression couplers shall be pressure rated at the same value as the pipe, or greater, and be sized to match the pipe as recommended by the valve manufacturer.

7-17.2(1) Submittals

Section 7-17.2(1) is added to the special provisions:

Submit the following CONTRACTOR's documentation:

Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of new pipe and fittings are required. Include manufacturer's recommendation for handling, storage, and repair of damaged fittings or pipe.

All persons working with the HDPE pipe and fittings shall be certified by the manufacturer to complete the work. Certification of workmen training for welding, handling and installing pipe shall be provided to the OWNER or OWNER'S REPRESENTATIVE upon request.

7-17.3(3) HDPE Pipe Installation

Section 7-17.3(3) is added to the special provisions:

Pressure sewers shall be laid at uniform slope and straight alignment from the collection system main line to the grinder pump station. Changes in horizontal and vertical direction should be kept to a minimum and shall be made by bending the pipe to no less than the minimum recommended by the pipe manufacturer. Single bend fittings if required shall NOT exceed 45°. A change in direction greater than 45° shall be made using multiple bends with a minimum of 2 feet of piping between each bend.

All HDPE pipe shall be cut, fabricated, and installed in strict conformance with pipe manufacturer's recommendations. Joining, laying, and pulling of polyethylene pipe shall be accomplished by personnel experienced in working with polyethylene pipe. Seal end of line with a tight fitting plug when the pipe is not being laid.

The pipe supplier shall certify, in writing, that an employee of the CONTRACTOR is qualified to join, lay, and pull the pipe. That employee(s) shall be the only employee authorized to weld the pipe. Alternatively, a representative of the pipe manufacturer shall be onsite to oversee the pipe joining. In this case, all expenses for the representative shall be paid for by the CONTRACTOR.

Pipe shall be joined in only two methods, butt fusion and through the use of electrofusion couplers. Butt-fused joints shall be properly aligned and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The joint surfaces shall be smooth. The fused joint shall be watertight and shall have tensile strength equal to or exceeding that of the pipe. All joints shall be subject to acceptance by the OWNER'S REPRESENTATIVE prior to burial. All defective joints shall be cut out and replaced at no cost to the OWNER. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the OWNER'S REPRESENTATIVE shall be discarded.

JOINING:

Butt Fusion: Sections of polyethylene pipe should be joined into continuous lengths on the jobsite aboveground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400 degrees Fahrenheit, alignment, and an interfacial fusion pressure of 75 PSI. The butt fusion joining will produce a joint weld strength equal to or greater than the tensile strength of the pipe itself.

Other: Socket fusion, hot gas fusion, threading, solvents, and epoxies shall NOT be used to join HDPE pipe.

Connection to Sewer Collection System: Connection of the 1-1/4" HDPE discharge pipe to the sewer collection system shall be made per Figure 5 in Appendix A.

Connection to Grinder Pumps: The grinder pumps will have a female solvent weld PVC pipe end to connect the 1-1/4 inch HDPE discharge pipe to. The CONTRACTOR will provide and install a PVC x HDPE adapter that will be connected to the discharge piping using the methods described in this section.

QUALITY AND WORKMANSHIP:

The pipe and/or fitting manufacturer's production facility shall be open for inspection by the OWNER or his designated agents with a reasonable advance notice. During inspection, the manufacturer shall demonstrate that it has facilities capable of manufacturing and testing the pipe and/or fittings to the standards required by this specification.

PIPE PACKAGING, HANDLING & STORAGE:

The manufacturer shall package the pipe in a manner designed to deliver the pipe to the project neatly, intact and without physical damage. The transportation carriers shall use appropriate methods and intermittent checks to insure the pipe is properly supported, stacked and restrained during transportation such that the pipe is not nicked, gouged, or physically damaged.

Pipe shall be stored on clean, level ground to prevent undue scratching or gouging. If the pipe must be stacked for storage, such stacking shall be done in accordance with the pipe manufacturer's recommendations. The pipe shall be handled in such a manner that it is not pulled over sharp objects or cut by chokers or lifting equipment.

Sections of pipe having been discovered with cuts or gouges in excess of 10% of the pipe wall thickness shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the heat fusion joining method.

Fused segments of the pipe shall be handled so as to avoid damage to the pipe. Chains or cable type chokers must be avoided when lifting fused sections of pipe. Nylon slings are preferred. Spreader

bars are recommended when lifting long fused sections.

EXPANSION AND CONTRACTION:

The CONTRACTOR shall account for weather conditions when installing pipe and preparing pipe connections to fixed structures or dissimilar pipe materials. The cost for damage to new or existing facilities, additional piping, couplers, or contract time and labor due to failure to account for expansion or contraction shall be borne by the CONTRACTOR.

TESTING:

Pressure testing of HDPE pipe for forcemain shall be per 7-09.3(23) with a test pressure of 100 psi. Testing of HDPE casing pipe is not required.

7-17.4 Measurement

Replace the first paragraph of Section 7-14.4 with the following:

The length of sewer pipe installed will be measured from the ends of the pipe from the connection to the collection system to the connection with the grinder pump. The measurement will be along the top of pipe and will include the length through necessary elbows, wyes, bends, valves and fittings.

7-17.5 Payment

Add the following as the last portion of the section:

- 1-1/4-inch HDPE SDR 11 Service Connection Pipe, per linear foot
- 2-inch HDPE SDR 11 Sewer Collection Pipe, per linear foot
- 3-inch HDPE SDR 11 Sewer Collection Pipe, per linear foot
- 3-inch HDPE SDR 11 Casing Pipe, per linear foot
- 6-inch HDPE SDR 11 Casing Pipe, per linear foot

Add the following to the end of section 7-17.5:

The paragraphs of this section that begin with “Testing Sewer Pipe” and “Removal and Replacement of “Unsuitable Material” shall not apply.

Unit pricing for these bid items include costs for all items incidental to the installation of the piping such as fittings, wyes, tees, excavation, hauling, removing or connecting to existing manhole, backfilling, and compaction and pressure testing.

BID ITEM 17: 4” PVC SDR 35 GRAVITY INLET PIPE

7-18.2 Materials

Section 7-18.2 is supplemented by adding the following:

PVC pipe shall conform to ASTM P3034 SDR 35 and ASTM F794 with joints and gaskets conforming to ASTM D3212 and ASTM F477.

7-18.4 Measurement

Replace Section 7-18.4 with the following:

The length of sewer pipe installed will be measured from the ends of the pipe from the connection to existing sewer piping to the connection with the grinder pump. The measurement will be along the top of pipe and will exclude the length through necessary elbows, wyes, bends, valves and fittings.

7-18.5 Payment

Replace Section 7-18.5 with the following:

Unit pricing for 4" PVC SDR 35 GRAVITY PIPE shall include costs for all items incidental to installation of the 4" PVC SDR 35 gravity pipe such as fittings, wyes, tees, excavation, hauling, pipe tracer tape, removing or connecting to existing piping, backfilling, and compaction.

Any and all cleanouts required by the UPC shall be considered incidental to this bid item.

BID ITEM 18: SEWER SERVICE CONNECTION ON 2" OR 3" PIPE

These bid items shall be completed in accordance with the specifications contained herein for various sized HDPE Pipe, including testing and configured as shown in the details contained herein. All joints shall be made by butt fusion.

The project details depict the proposed connections in a schematic form only. Exact locations of the constructed connection may deviate from the detail schematic view to avoid conflicts with other utilities, improvements or natural features, or to make a convenient connection to the future side sewer on private property as directed by the engineer. It is the intent of the project to allow only gradual changes in direction of flow by the use of wyes, combo wyes, sweeping bends and similar appurtenances into the connection wherever possible in order to promote laminar flow and aid in maintenance activities. Some connections may be deleted altogether due to sharing of grinder pumps by adjacent structures.

This bid item includes the required check and ball valve assembly in a valve box per Figure 5 in Appendix A.

7-17.2 Materials

Add the following to the list of materials in this section:

Polypropylene PVC swing check valve

Polypropylene PVC swing check valves shall be constructed with compression end fittings and be supplied with required fittings to accept the pipe at both ends. The rating on the valve shall be

150 PSI or greater. The swing check valve shall be by part number 961558 as manufactured by The Lateral Connection Corporation (855) 292-8240 or Cepex model 961558.

The ball valves shall be Cepex performance Series, or equal.

7-17.2(1)1 Submittals

Submit the following Contractor's Documentation:

Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions for the valve are required. Include manufacturer's recommendation for handling, storage, and installation of all components.

7-17.5(A)Payment

Add the following section:

Sewer Service Connection 2" or 3" Pipe, per each.

BID ITEM 19: 3-INCH ISOLATION VALVE

These bid items shall be accomplished in accordance with Standard Specification Sections 7-08 and 7-12, and 7-17 except as modified below.

7-08.2 Materials

Delete the text of Section 7-08.2 and replace with the following:

Pipe bedding shall be as specified in these Special Provisions and as shown in the drawings and shall be placed in loose layers and compacted to a minimum of 95 percent maximum density. Bedding below the valves shall be placed and compacted prior to valve placement, after the valve has been placed on the initial layer of bedding and concrete block, subsequent lifts of bedding, between 6 inches and 12 inches thicker than the valve OD shall be placed and compacted. The remaining backfill shall consist of approved native material or crushed surfacing top course.

7-17.2 Materials

Add the following to the list of materials in this section:

PVC ball valves and plastic valve boxes.

Ball Valves shall be "Tru-Union Design" designed for buried service with full port openings, reversible PTFE seats, EPDM Seals compression fittings for the size of the HDPE pipe it is intended for and with 2" square operating nut. The valves shall be rated for a minimum of 225 PSI at 60 degrees Fahrenheit. Valves shall be and manufactured by Hayward flow control products or approved equal. Transport, handle, store and install valves as recommended by manufacturer. If new valves become damaged before or during installation, it shall be replaced at the Contractor's expense.

Plastic valve riser boxes shall be sliding type with bottom end bonnet to span the length of the valve without touching the valve, adjustable length, designed for use in traffic areas and installed per the manufacturer's recommendation. The valve box shall be manufactured by Bingham and Taylor, at telephone number (800) 218-9902, model number 5664S with 105 bottom section with cast iron lid marked "SEWER" and fitted with a Debris cap by SW Services, or approved equals.

7-17.2(1)1 Submittals

Submit the following Contractor's Documentation:

Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of valves are required. Include manufacturer's recommendation for handling, storage, and installation of valves.

Pressure Testing

Add the following as section 7-09.3(23)D

All valves shall be tested in accordance with the specifications and requirements of the pipe manufacturer's recommendations. The hydro-test being conducted on the attached pipe shall include the testing of the valves.

7-12.5 Payment

Add the following before the last paragraph of the section:

3-Inch Isolation Valve, per each.

BID ITEM 20: 2-INCH VACUUM VALVE ASSEMBLY WITH ENCLOSURE

This bid item shall be completed in accordance with the specifications contained herein for various sized HDPE Pipe, brass ball valves, including testing and configured as shown in the drawing details contained herein.

The project details depict the proposed connections in a schematic form only. Exact locations of the constructed Vacuum valve may deviate from the detail schematic view to avoid conflicts with other utilities, improvements or natural features as directed by the engineer. It is the intent of the project to allow only sweeping bends and similar appurtenances in the valving connections wherever possible in order to promote laminar flow and aid in maintenance activities.

7-08.2 Materials

Delete the text of Section 7-08.2 and replace with the following:

Pipe bedding shall be as specified in these Special Provisions and as shown in the drawings and shall be placed in loose layers and compacted to a minimum of 95 percent maximum density. Bedding below the piping shall be placed and compacted prior to pipe placement, after the pipe has been placed on the initial layer of bedding, subsequent lifts of bedding, between 6 inches and 12 inches thicker than the pipe OD shall be placed and compacted. The remaining backfill shall consist of approved native material or crushed surfacing top course.

7-17.2 Materials

Add the following to the list of materials in this section:

PVC ball valves Air/vacuum valves, PVC Swing Check Valves, Odor Control Canisters cam-lock fittings, valve enclosure.

Brass ball Valves:

The 2" brass ball valve shall be provided with flanged ends, tee handle operator and stainless steel hardware.

Air/Vacuum Valves:

Air/vacuum valve shall be A.R.I. Model S-025, available from A.R.I. Flow Control accessories (509) 269-9653, rated for sewage service with flanged inlet and cam-lock fitting outlet, or approved equal.

Odor Control Canisters:

Odor Control Canisters shall be model OCU 1214 as manufactured by Odor Control Specialties, (877) 279-4027 with Camlock fitting inlet, or approved equal.

7-17.2(1)1 Submittals

Submit the following Contractor's Documentation:

Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of all components for the Air vacuum valve assembly are required. Include manufacturer's recommendation for handling, storage, and installation of all components.

Pressure Testing

Add the following as section 7-09.3(23)D:

All valves shall be tested in accordance with the specifications and requirements of the HDPE pipe manufacturer's and valve manufacturer's recommendations. The hydro-test being conducted on the attached pipe shall include the testing of the valves.

7-17.5(A) Payment

Add the following section:

2-Inch Vacuum Valve Assembly with Enclosure, per each and shall include Concrete base pad, enclosure, air valve, ball valve, odor control canister, connection to the main, all piping and other incidental items shown in the air-vacuum relief valve detail included in the appendix.

BID ITEM 21: 2-INCH FLUSHING CONNECTION

This bid item shall be completed in accordance with the specifications contained herein for various sized HDPE Pipe, including testing and configured as shown in the details contained

herein. All joints shall be made by butt fusion.

The project details depict the proposed connections in a schematic form only. Exact locations of the constructed flushing connections may deviate from the detail schematic view to avoid conflicts with other utilities, improvements or natural features as directed by the engineer. It is the intent of the project to allow only sweeping bends and similar appurtenances in the connections wherever possible in order to promote laminar flow and aid in maintenance activities.

7-08.2 Materials

Delete the text of Section 7-08.2 and replace with the following:

Pipe bedding shall be as specified in these Special Provisions and as shown in the drawings and shall be placed in loose layers and compacted to a minimum of 95 percent maximum density. Bedding below the pipe shall be placed and compacted prior to pipe placement, after the pipe has been placed on the initial layer of bedding, subsequent lifts of bedding, between 6 inches and 12 inches thicker than the pipe OD shall be placed and compacted. The remaining backfill shall consist of approved native material or crushed surfacing top course.

7-17.2 Materials

Add the following to the list of materials in this section:

PVC Ball Valves:

Ball Valves shall be “Tru-Union Design” designed for buried service with full port openings, reversible PTFE seats, EPDM Seals compression fittings for the size of the HDPE pipe it is intended for with tee handle operator. The valves shall be rated for a minimum of 225 PSI at 60 degrees Fahrenheit. Valves shall be and manufactured by Hayward flow control products or approved equal.

Transport, handle, store and install valves as recommended by manufacturer. If new valves become damaged before or during installation, it shall be replaced at the Contractor’s expense.

Cam-lock Fitting with Cap:

Cam-lock fittings shall be 2”, 3” or 4” diameter as appropriate, installed where shown on the drawing details contained herein. Cam-lock fittings shall be pressure fitted to the pipes, Cam-locks shall have polypropylene male ends and meet the specifications of ASTM D2513, D1599, D1598 and F-714, AWWA C901, C906 certified as manufactured by Poly-Cam products.

Manhole Frame & Cover, Reinforced Concrete Ring, Concrete Ring Risers:

The manhole frame and cover shall be Olympic Foundry model MH41D/T, or approved equal, installed with a reinforced concrete ring and WSDOT specified concrete manhole riser ring as shown in the drawing details.

7-17.2(1)1 Submittals

Submit the following Contractor's Documentation:

Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of valves are required. Include

manufacturer's recommendation for handling, storage, and installation of all products.

Pressure Testing

Add the following as section 7-09.3(23)D:

All valves shall be tested in accordance with the specifications and requirements of the pipe manufacturer's recommendations. The hydro-test being conducted on the attached pipe shall include the testing of the valves.

7-17.5(A) Payment

Add the following section:

2-Inch Flushing Connection, per each

Payment for these items will include concrete items, valve, debris cap, valve box & lid and minor items as shown in the appropriate detail included in the plan set.

BID ITEM 22: SEEDING, FERTILIZING & MULCHING

This bid item shall be accomplished in accordance with the Drawings and Standard Specification Section 8-01.

8-01.1 Description

Add the following to Section 8-01.1:

Seeding, Fertilizing & Mulching shall be performed to restore all vegetated areas disturbed during construction including, but not limited to, the following areas:

Landscaping strips, alleys, private and public properties or other areas disturbed as deemed necessary by the OWNER'S REPRESENTATIVE.

Where existing grass is not transplanted by the CONTRACTOR, the CONTRACTOR shall provide and apply grass seed.

8-01.2 Materials

Add the following to Section 8-01.2:

Grass seed mix shall contain 40% perennial rye grass, 40% fescue grass, 10% non-creeping bent grass and 10% orchard grass. Application rate shall be 150 pounds per acre.

Fertilizer shall be Wondergreen Fertilizer as manufactured by United Horticulturists (available through Watkins Tractor and Supply Co., Kelso, WA, Phone 1-360-423-7220), or approved equal. The fertilizer shall be applied at a rate of 350 pounds per acre.

Mulch shall be a wood cellulose mulch material and shall be applied at a rate of 2,000 pounds

per acre.

8-01.4 Measurement

Add the following to Section 8-01.4:

Seeding, Fertilizing & Mulching shall be measured by the square yard.

8-01.5 Payment

Add the following to Section 8-01.5:

“Seeding, Fertilizing & Mulching”, per square yard.

All costs associated with performing Seeding, Fertilizing & Mulching including any necessary site preparation work shall be included in the unit price cost for the bid item as found in the bid proposal.

BID ITEM 23: TRENCH SAFETY SYSTEMS

This bid item includes any and all work required for shoring excavations per 7-08.1(1) B Shoring.

BID ITEM 24: ELECTRICAL SERVICE

This bid item is for providing and installing the electrical service required for the selected pump including the alarm panel. The control circuit will be a 10 amp single pole 120 v breaker. If the pump is 2 HP, the circuit will be a 20 amp double pole 240 v breaker. The electrical subcontractor must install the required breakers and run conduit and conductors from the main panel in the house to the line side of the pump control panel.

At least four of the houses have glass fuses or Zinsco panels and must be completely replaced before the pump breakers can be installed. Most of these will require that a mobile home pack or 3R panel be installed on the exterior of the house due to space limitations inside of the house.

Due to the uncertainty of the exact scope of work for this bid item, an allowance will be used. The allowance is on the bid form and electrical work for this bid item will be charged against the allowance on a time and materials basis with the allowable markups in the General Conditions paragraph 12.01.C.

All of the electrical work must be per the NEC and inspected by the L&I inspector after pulling the electrical permit.

Appendix C contains electrical information for the subject houses.

BID ITEM 25: SEPTAGE PUMP AND DISPOSAL

The existing onsite septic systems must have the contents pumped out before abandonment. Sewage system pumpers must be certified by the Lewis County Environmental Health Department. The department maintains a list of certified pumpers at the following internet address:

<http://lewiscountywa.gov/attachment/10656/2016PUMPERSLIST21916.pdf>

If the septic tank is plastic or fiberglass, and if ground water is high around the septic tank, the tank may float up out of the ground. It is recommended the CONTRACTOR pump out the tanks in the dry season (May-October) when the groundwater is considered to be low. If the tank floats out of the ground the CONTRACTOR is responsible for any direct or indirect damages and the CONTRACTOR shall remove and dispose of the tank offsite at the CONTRACTOR's expense.

Safety: The CONTRACTOR shall inspect each septic tank for any risk of collapsing if the tank is to be emptied. If a tank is at risk of collapsing CONTRACTOR shall take appropriate precautions to ensure safety of workers and surrounding structures before pumping the tanks out or performing any work around the tank. Under no circumstances shall any worker enter a tank leaning over to look into due to the risk of collapse, falling, asphyxiation, and other potentially fatal hazards as well as risks of unsanitary conditions. Even a (recently pumped) tank has been reported to cause asphyxiation. Due to the likely presence of methane gas, and activity that would produce a spark is prohibited from the working area.

An effort was made by Lewis County to locate all existing onsite septic tanks. The CONTRACTOR should be aware of the possible presence of multiple components at a property, abandoned or in-use including systems that may not be on record drawings.

Payment

CONTRACTOR shall be paid per 1,000 gallons of sewage removed from existing onsite systems under this Bid Item. The cost shall include the cost to locate, haul and dispose of the sewage at a licensed facility.

BID ITEM 26: ABANDON EXISTING ONSITE SEWER SYSTEMS

The CONTRACTOR shall abandon all active onsite sewer systems in accordance with the procedures outline below. The City of Chehalis will provide all permitting and documentation to Lewis County Health Department for abandonment of onsite sewer systems.

1. Locate all of the unused septic tanks on the property. Remove or destroy the lid.
2. Pump out the septic tank - a septic pumping contractor certified by Lewis County must perform this step in accordance with the specifications herein.
3. The access covers for the septic system shall be removed and disposed of. The City of Chehalis or the OWNER'S REPRESENTATIVE shall inspect the lid of the septic system to determine if it needs to be removed or crushed into the tank.

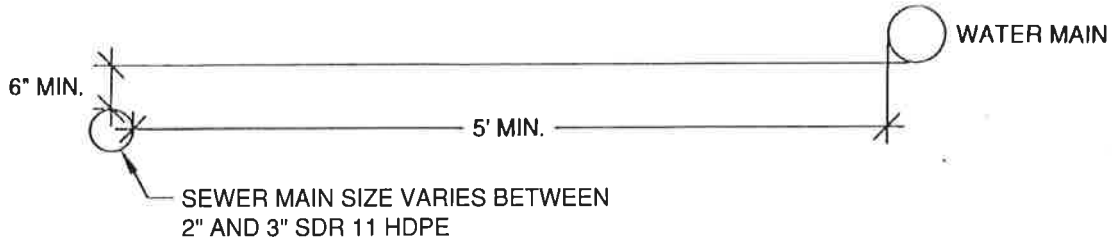
4. For septic tanks, break open the tank bottom - so that it won't hold surface runoff or drill a 1-inch hole in the bottom of the tank.
5. Remove pumps and electrical wiring from pump chambers (if any).
6. Disconnect all piping to and from the tanks.
7. Fill in the active septic tank, or other onsite sewer tank with "pea gravel", sand or control-density fill as close as practical to the top of the tank.
8. Document the location of the filled-in items and submit the documentation to the City of Chehalis.
9. CONTRACTOR shall restore the property per these Special Provisions.

Payment

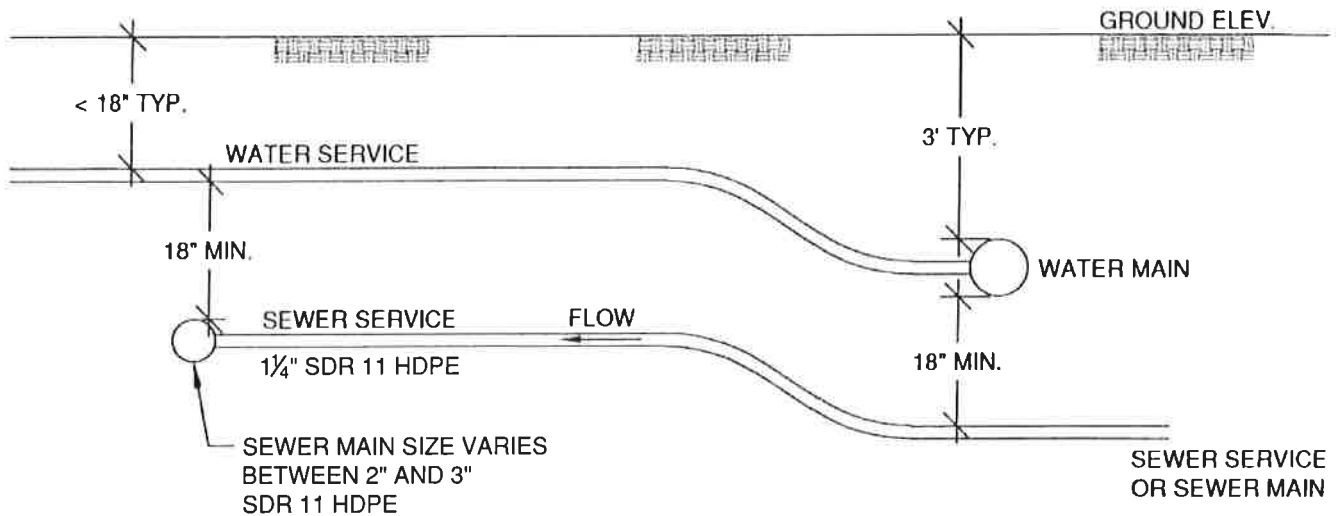
CONTRACTOR shall be paid per each septic tank, pump chamber, cesspool or other tank abandoned under this bid item.

APPENDIX A

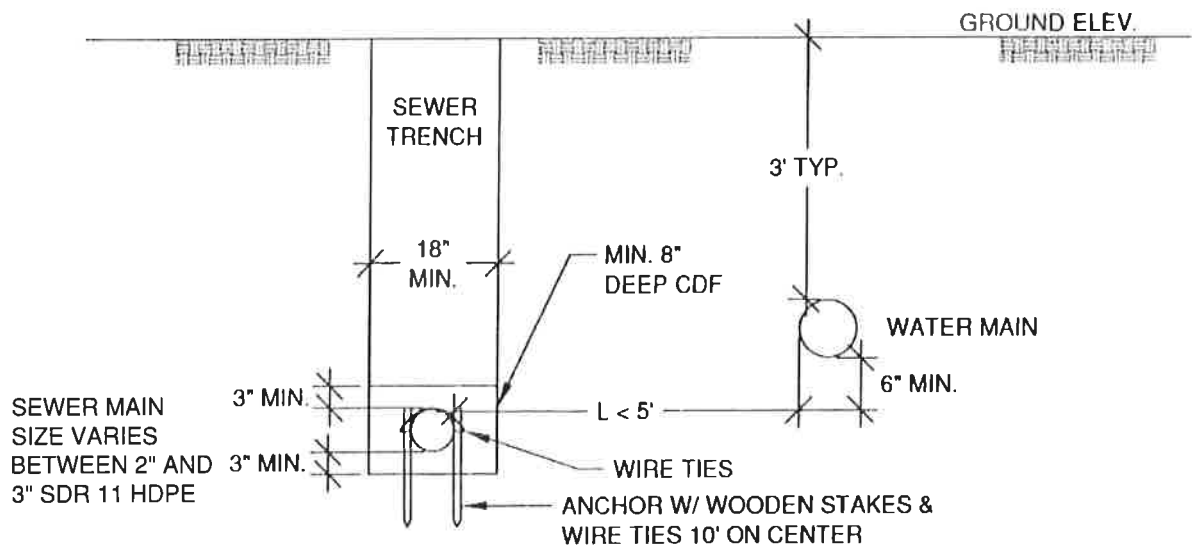
PARALLEL INSTALLATION WITH GREATER THAN 5' HORIZONTAL DISTANCE BETWEEN WATER MAIN & SEWER MAIN



WATER SERVICE CROSSING SEWER MAIN AND/OR SEWER SERVICE CROSSING WATER MAIN

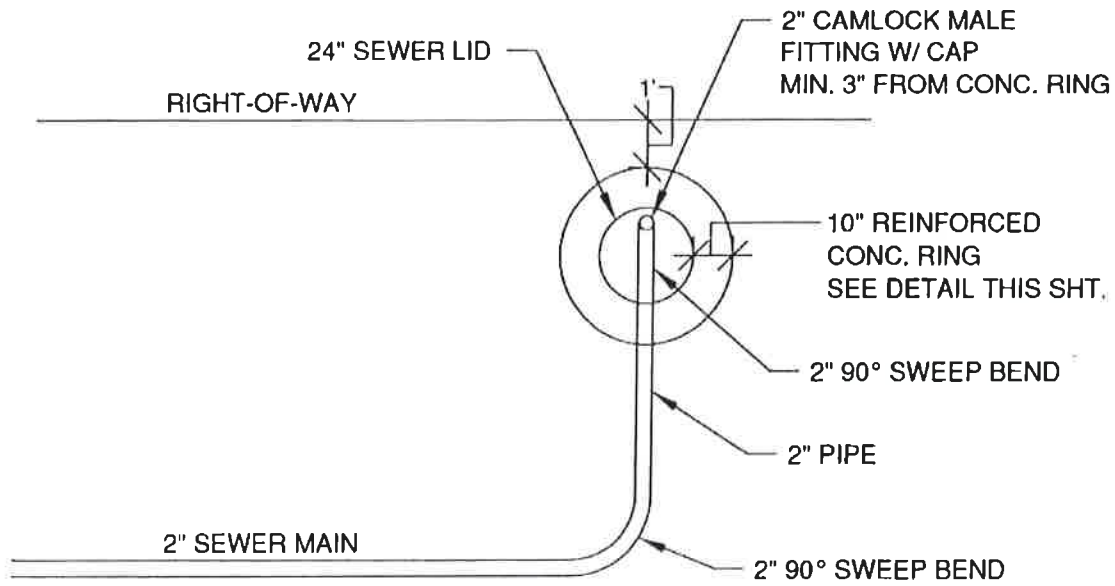


PARALLEL INSTALLATION WITH LESS THAN 5' HORIZONTAL DISTANCE BETWEEN WATER MAIN & SEWER MAIN

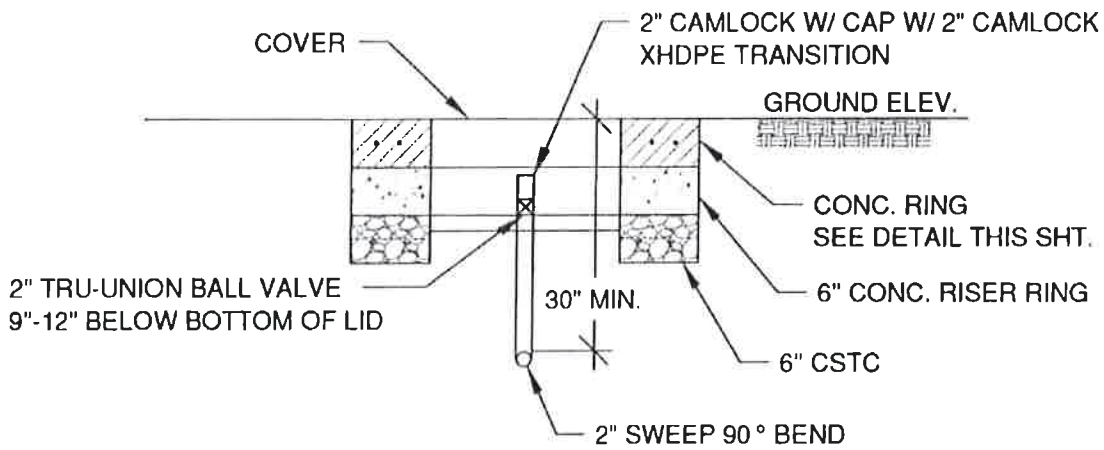


**UNUSUAL CONDITIONS
TRENCH DETAILS**

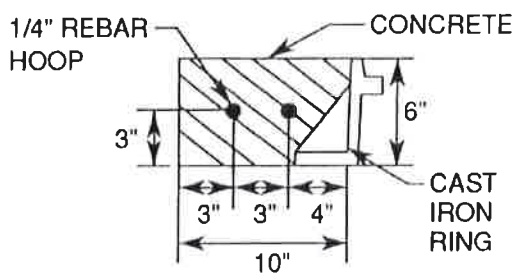
N.T.S.



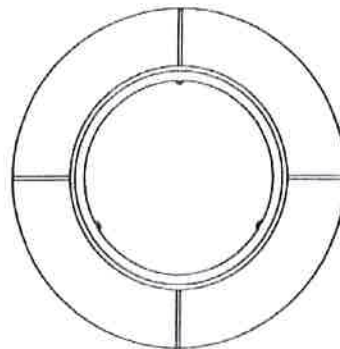
PLAN VIEW



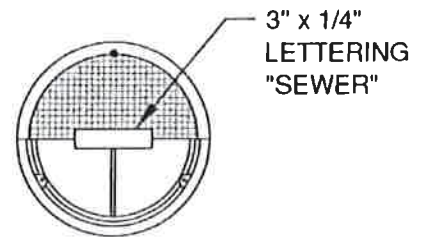
PROFILE VIEW



10" CONC. RING DETAIL

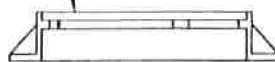


FRAME

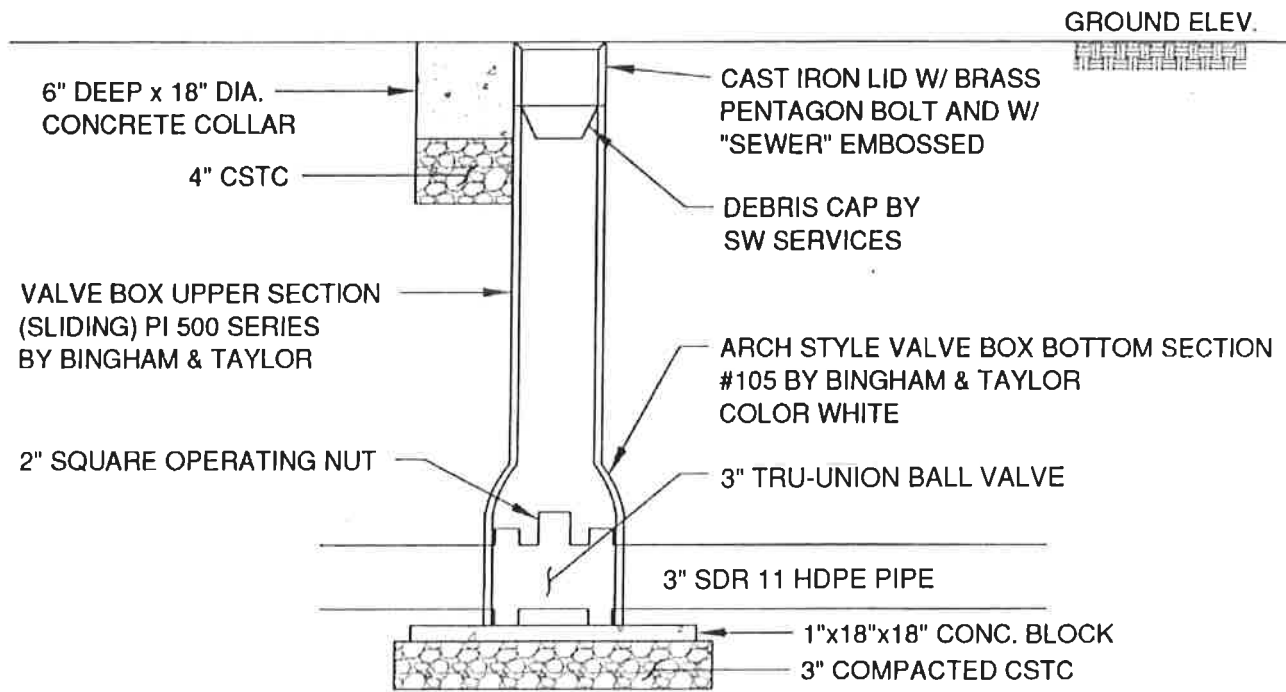


BOLT-DOWN DETAIL

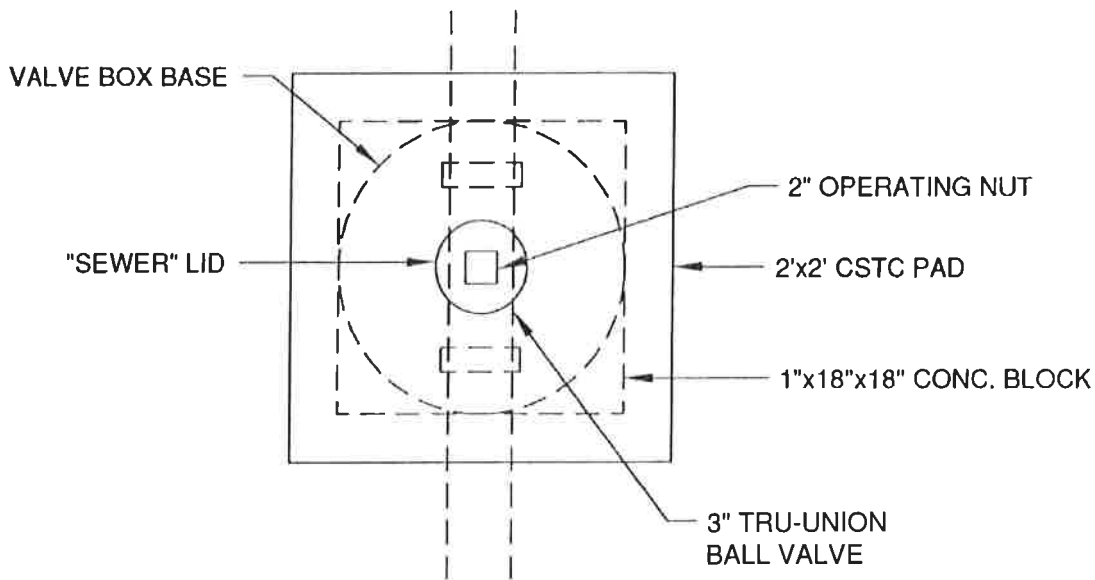
WATER TIGHT MH RING AND COVER (OLYMPIC FOUNDRY #MH41D/T)



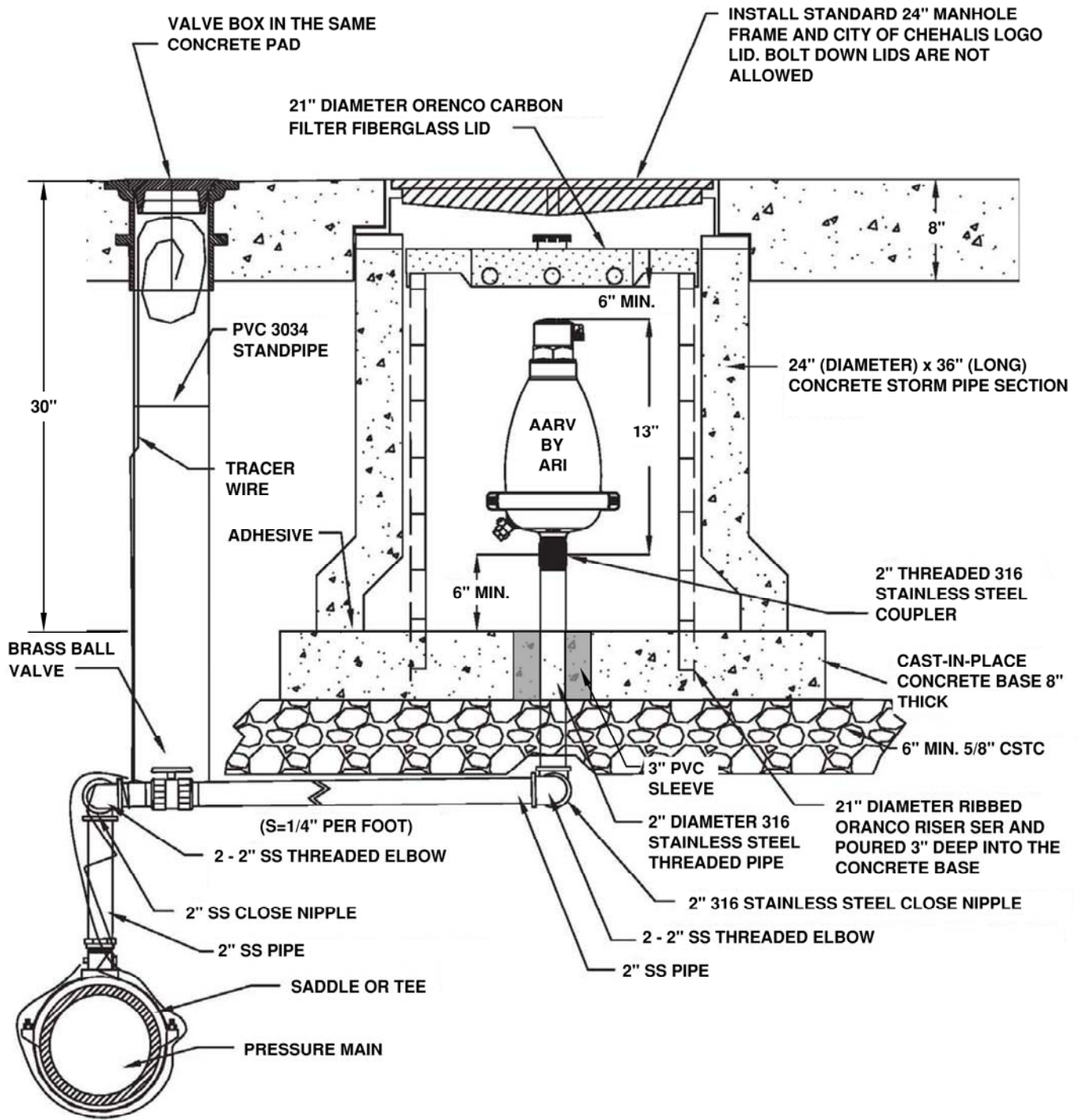
3" ISOLATION VALVE DETAIL



ELEVATION



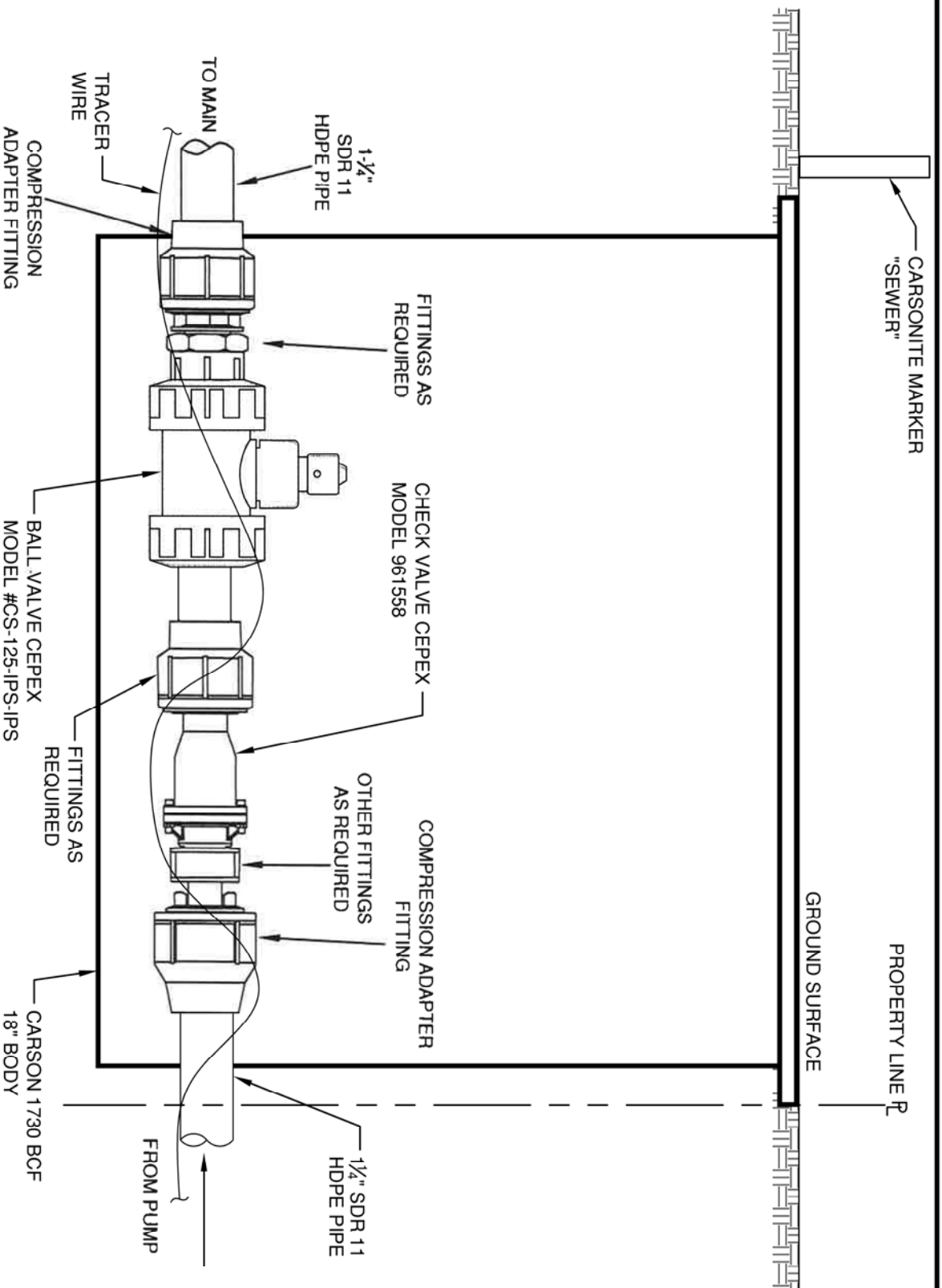
PLAN



GENERAL NOTES:

1. THE CONCRETE CYLINDER SHALL BE BONDED TO THE BASE TO PREVENT THE EFFLUENT FROM SEEPING INTO THE GROUND.
2. THE AIR RELEASE VALVE SHALL BE S-025 AUTOMATIC AIR RELEASE VALVE BY ARI.
3. A RAIN GUARD SHALL BE REQUIRED.

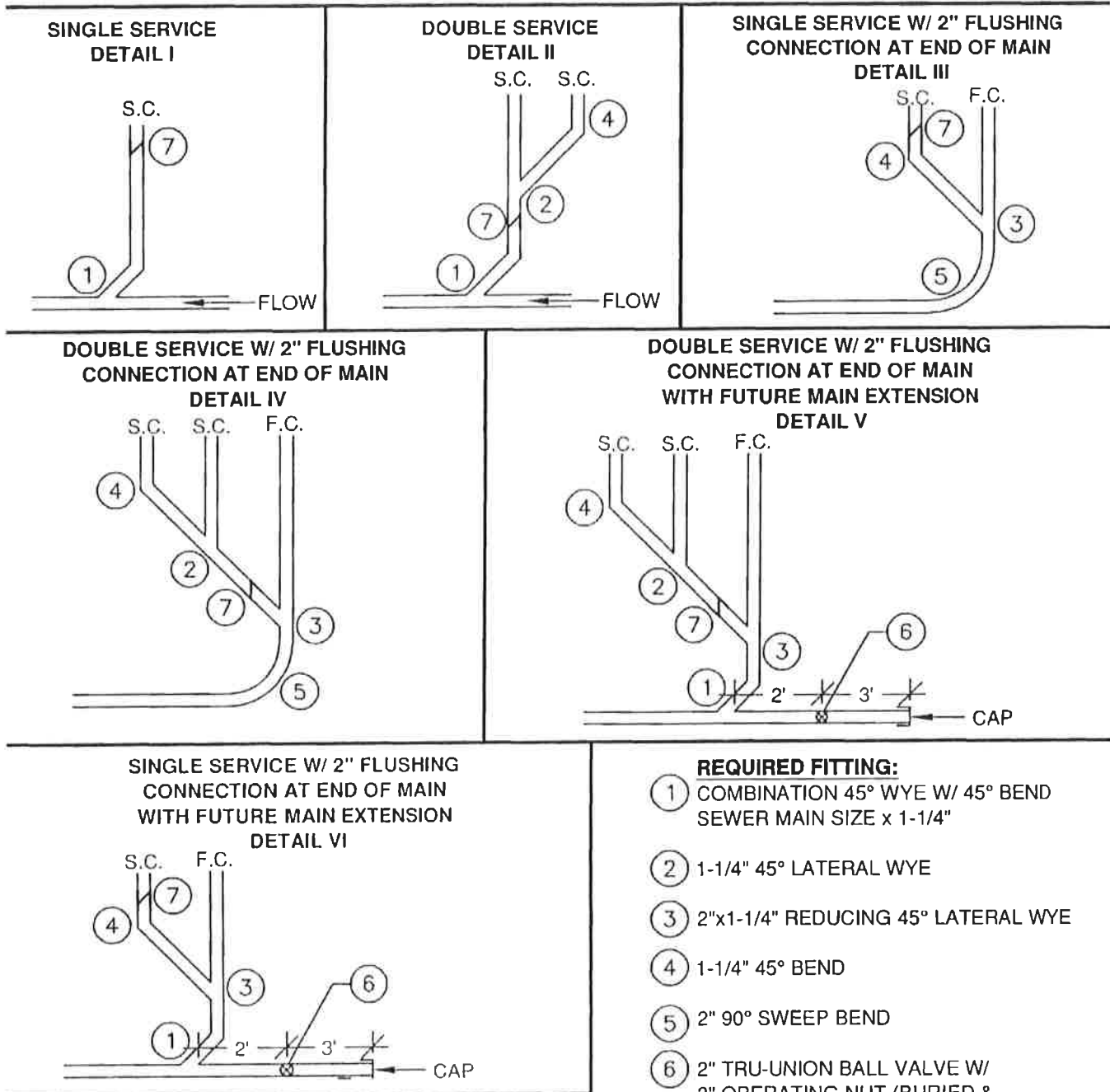
City of Chehalis
 Coal Creek Sewer Project
 Air Vac Detail
 Figure 4



NOTES:

1. FILL SERVICE BOX WITH FIBERGLASS INSULATION AT TIME OF ON-SITE CONNECTION TO THE STUB.
2. AFTER THE HYDRO-STATIC TEST HAS BEEN APPROVED BY THE CITY INSPECTOR, THE CHECK VALVE SHALL BE INSTALLED.
3. FOR HDPE REQUIREMENTS SEE SPECIFICATIONS.
4. ALL SERVICE BOXES SHALL BE INSTALLED IN NON-TRAFFIC AREAS. EARTH BURY LOCATIONS SHALL USE SOLID HDPE GREEN LIDS.

SEWER SERVICE CONNECTION AT SEWER MAIN DETAILS
ALL SEWER SERVICE CONNECTIONS TO BE 1-1/4" WITH CONNECTIONS
TO VARIOUS SIZED SEWER MAINS



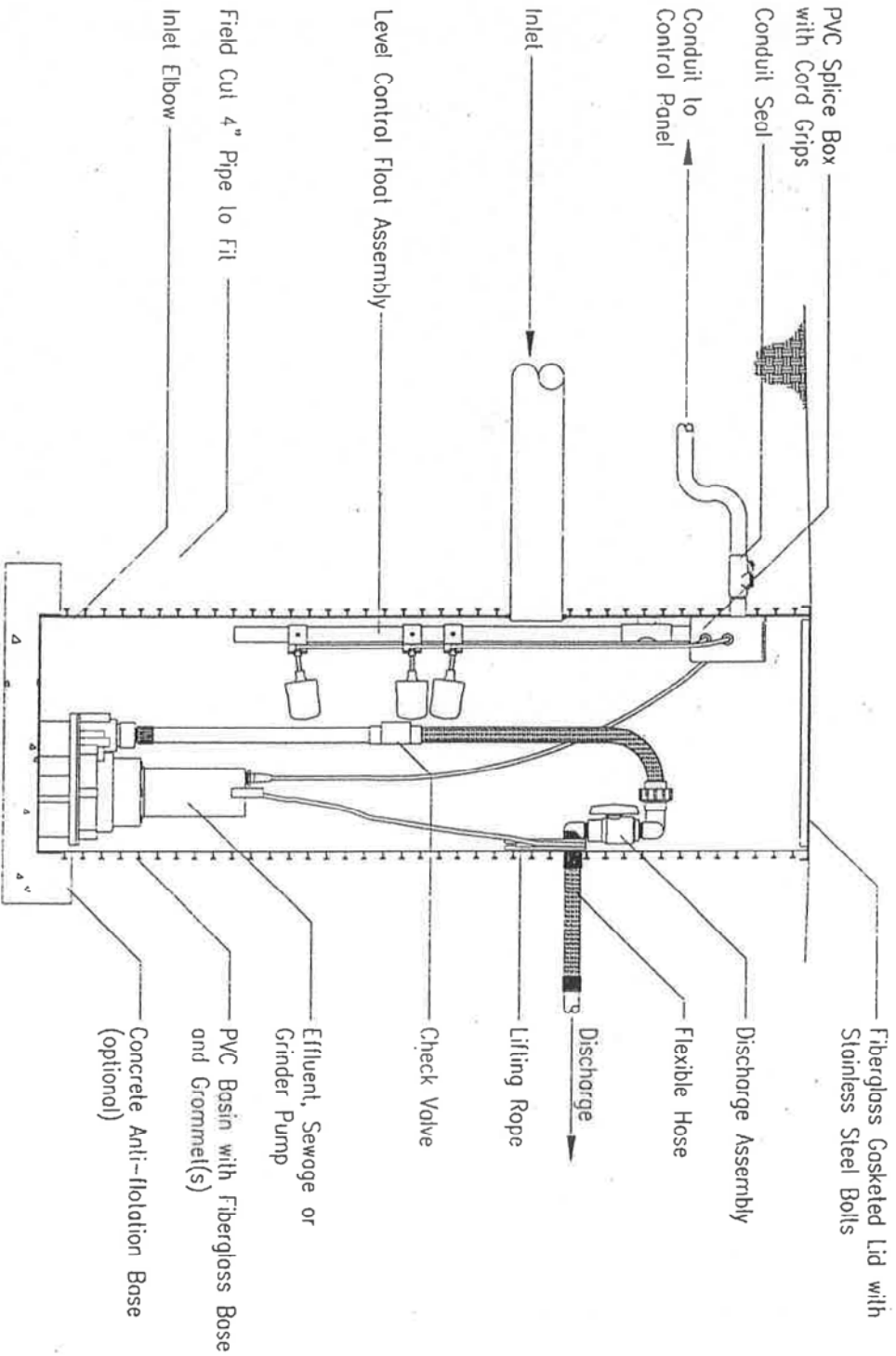
- REQUIRED FITTING:**
- ① COMBINATION 45° WYE W/ 45° BEND
SEWER MAIN SIZE x 1-1/4"
 - ② 1-1/4" 45° LATERAL WYE
 - ③ 2"x1-1/4" REDUCING 45° LATERAL WYE
 - ④ 1-1/4" 45° BEND
 - ⑤ 2" 90° SWEEP BEND
 - ⑥ 2" TRU-UNION BALL VALVE W/
2" OPERATING NUT (BURIED &
NORMALLY CLOSED)
 - ⑦ 1-1/4" CHECK VALVE LOCATE AS
CLOSE TO R/W AS POSSIBLE
(SEE DETAIL 5)

* ALL PIPING SHALL BE SDR 11 HDPE. SIZE, LENGTH, SEPARATION AND LOCATION SHALL BE AS SHOWN IN THE PLANS OR ADJUSTED AS NECESSARY TO AVOID CONFLICTS WITH OTHER UTILITIES AND/OR IMPROVEMENTS OR AS DETERMINED BY THE ENGINEER.

F.C.: FLUSHING CONNECTION
(SEE FIGURE 2)
 S.C.: SERVICE CONNECTION
(SEE FIGURE 5)

Basin with Effluent, Sewage, or Grinder Pump Assembly

NOT IAPMO APPROVED



Oranco System
Incorporated

814 AIRWAY AVE. #11
SUTHERLIN, OHIO 43084
97479-9012

TELEPHONE:
(541) 459-4449
FACSIMILE:
(541) 459-2884

APPENDIX B



Septic Tank

71 NE COAL CREEK RD

1590 N NATIONAL AVE



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pol.pictometry.com/en-us/app/

Imported From File

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Outlook Web App

Google

Top Page - MX-M354

PacketWriter

Advanced Hydrologic

WA SECURES

Don't believe the hyp

Index of /SWRO-Disc

WebQA - LEWISCOU

Welcome Bill | [resize](#) | [Coverage](#) | [Logout](#)

107 cool creek road, chandis

Source | Address

11/15

Feedback

Help

Workspace

WorkSpace (Author)

Annotations

Bookmarks

Layers

- CITY LIMITS
- FEMA 100YR
- FEMA FLOODWAY
- FIRE DISTRICTS
- MILEPOSTS
- Parcel
- Parcel Number

Properties

Name	Value

Selections

1510 N NATIONAL AVE

1417 NE 18TH AVE

Septic Tank Location

0 COAL CREEK RD OFF

1115 COOL CREEK RD

1417 NE 18TH AVE

© 2015 Pictometry

bing

2010 NAITEQ e AND e 2

Date: 6/21/2016 | Layer: Neighborhood | Scale: 150%



Parcels:
 pin: 005547001000
 pn: 5547-1
 total_acre: 0.65
 siteadd: 189 COAL CREEK RD
 sitecity: CHEHALIS
 legal_desc: Section 29 Township 14N
 Range 02W LOTS 6-9 BLK 2 NORTH END
 ADD
 owner: ESTEP, KATHRYN F
 mailadd: 189 COAL CREEK RD
 mailcity: CHEHALIS
 zip_postal: 98532
 state: WA
 trcs: 020
 rthhd: 1201
 use_desc: 11 Single Unit
 section: 29
 township: 14N
 range: 02W
 val_impvt: 59900
 val_land: 38700
 val_total: 98600

Septic Tank Location
(use caution - poor shape)

189 COAL CREEK RD

279 COAL CREEK RD

0 COAL CREEK RD OFF

187 RETURNOR AVE



1457 NE NORTH AVE

1457 NE NORTH AVE

1457 NE NORTH AVE

0 NE TAYLOR RD

Sediment Tank Location

APPENDIX C

BREAKER w/ NO	PRICE FOR NEW PANEL	PANEL TYPE	ABLE TO INSTALL 30 AMP
MODIFACATIONS			
Holly Martinson - 135 Coal Creek Rd \$2,000-\$2,500. (360) 807-3244		Zinsco	NO
Stephanie & Carl Klamn - 187 NE Taylor N/A (360)748-8495		Cutler Hammer	YES
James Klamn - 195 NE Taylor [REDACTED]		ITE (burnt buss)	NO
NOTE: this mobile would be served from 187 NE Taylor.			
Judy Chrisman - 71 NE Coal Creek Rd (360) 736-7231 RENTERS BRAD AND TEDDY WEAVER \$2,200.-\$2,500.		Screw in Fuses	NO
John Hankins - 109 Coal Creek Road N/A (360) 748-6330		Cutler Hammer	YES
Keith Sand - 153 Coal Creek Road twin things up (360) 269-9080 don't know if that panel take twins. It's old.	\$1,800.0-\$2,300	Murry Split Buss (no main breaker)	would have to and I Could
Marc / Debbie Conrad - 1467 NE North End N/A (360)269-6000 (360) 324-9985		Cutler Hammer	YES
Chris /Darryl Jones - 1457 NE North End Dr. N/A silverbrass@hotmail.com TARA HENDRICKSON middle of house		FPE split buss	YES Panel is in a little closet in the
Scott Alger - 115 Coal Creek Rd. NOTE: This guy will not answer his phone or return my messages. The meter base looks newer so I would assume this has had a panel upgrade. (360) 304-0878			
Susan Roberts (Kathryn Estep estate) \$1,800.-\$2,400. - 189 Coal Creek Rd. (360) 480-1727		Screw in fuses	NO

PANEL: Holly MacIntosh
 Location: 135 Coal Creek
 Fed From: ZINSCO 200A M-B
 A.C. Rating: 10K 14K 18K 22K 25K 42K 65K 100K 150K 200K

PANEL SCHEDULE

CIRCUIT DESCRIPTION	LOAD (VA)	CODE	BREAKER		DISC		
			AMP	VOLT	A	B	FD
1 RANGE	50		50				
3 H2O			30				
5 DRYER			30				
7 BB Heat			20				
9 BB Heat			20				
11 BB Heat			20				
13 BB Heat			20				
15 BB Heat			20				
17 BB Heat			20				
19 BB Heat			20				
21 Living Rm			20				
23 LTS			20				
25 Kit Recept.			20				
27 BASEMENT			20				
29 Fridge			20				
31 Dining Rm			20				
33 FRONT Bed Rm			20				

LIVING ~~200~~ Rm ZINSCO 200 M/B 20
 NEMA/

PANEL: RAY KIAM
 Location: 187 NE Taylor
 Fed From: Cutler Hammer 200A
 A.C. Rating: 14K 16K 22K 25K 42K 65K 100K 150K 200K

PANEL SCHEDULE

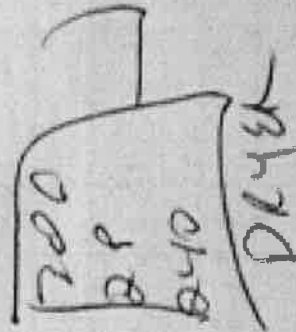
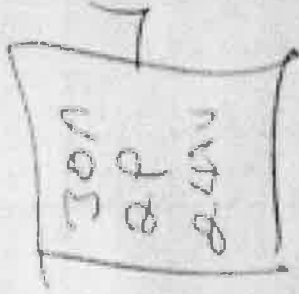
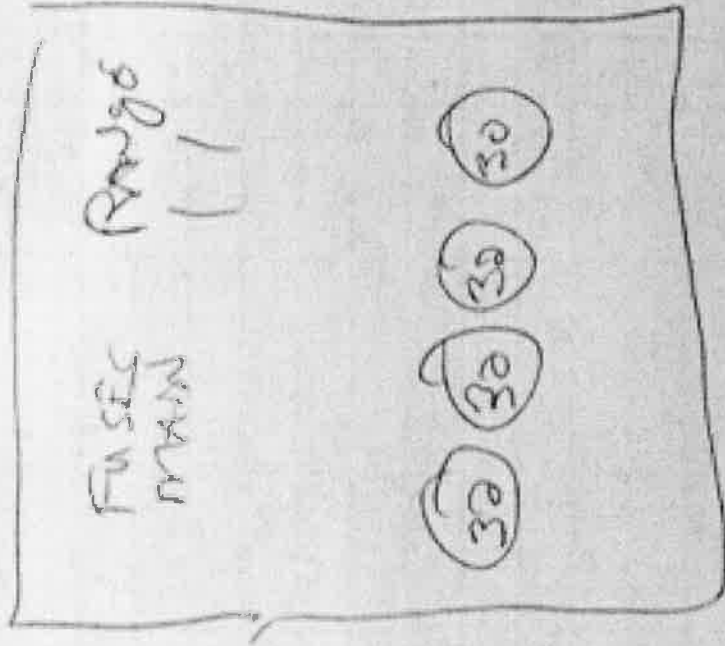
Bus Rating: _____ A
 Main Breaker _____ A
 Main Lugs Only
 Feed-Thru Lugs
 Double Lugs

Single Phase: _____ A
 4-Wire
 3-Wire
 Iso. GND

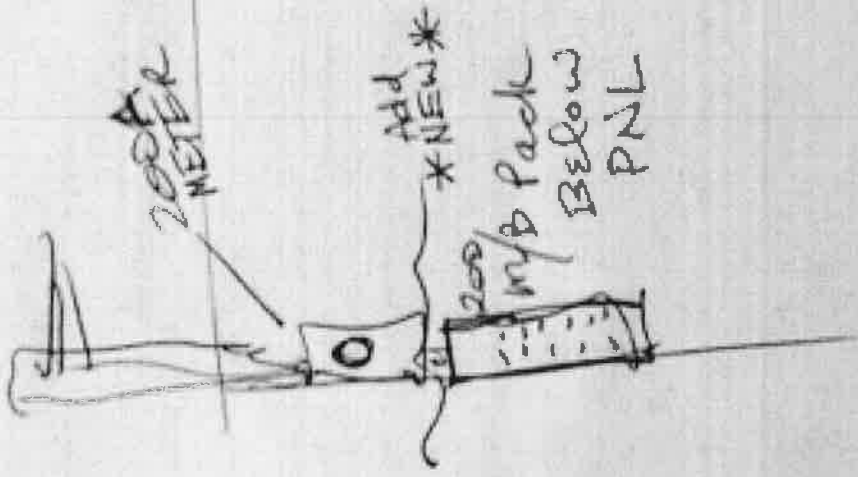
Voltage: 240/120
208/120

CIRCUIT DESCRIPTION	LOAD (VA)	CIRCUIT DESCRIPTION	LOAD (VA)	CODE	BREAKER AMPS POLE	BUS		BREAKER AMPS POLE	CODE
						A	B		
1 HEAT	30	RANGE			30	.	.	30	2
3						.	.		4
5 HEAT	20	H ² O				.	.	30	6
7						.	.		8
9						.	.	30	10
11 WASHER	20	Dryer				.	.		12
13 HEAT	20	FAMILY RM				.	.	20	14
15 lights + Plugs	20	lights + Plugs				.	.	20	16
17		Outlet				.	.	20	18
19		Outlet				.	.	20	20
21		lights				.	.	20	22
23		lights ?				.	.	20	24
25		SPACE				.	.	20	26
27		SPACE				.	.	20	28
29		SPACE				.	.	20	30
31		SPACE				.	.	20	32
33		SPACE				.	.	20	34
35		SPACE				.	.	20	36
37		SPACE				.	.	20	38
39		SPACE				.	.	20	40
41		SPACE				.	.	20	42

TEDDY + BRAD WEAVER / JUDY CHRISMAN
71 NE COAL CREEK



Panel Upgrade
Needed



PANEL: 109 CREEK

Location: 109 CREEK

Fed From: C-H 200A 3R / OVERHEAD BUS

A/C: 120V/240V DUAL DISK DRIVE, DUAL DISK DRIVE, DUAL DISK DRIVE

PANEL SCHEDULE

Bus Ratings:
 Main Breaker
 Main Lugs Only
 Feed-Thru Lugs
 Double Lugs

Single Phase:
 1-Wire
 3-Wire
 3-Phase

Voltage:
 240/120
 320B/120

CIRCUIT DESCRIPTION	LOAD (VA)	BREAKER		BUS	CIRCUIT DESCRIPTION	LOAD (VA)
		AMPS	TYPE			
1 Water Heater	30	30	A	•	Range	2
3 " "	30	30	A	•	RANGE	4
5 Dryer	30	30	A	•	Lights + Plugs	6
7 " "	20	20	A	•	Lights + Plugs	6
9 Washer	20	20	A	•	REFR / FREEZER	10
11 Lights + Plugs	20	20	A	•	MICRO	12
13 Lights + Plugs	20	20	A	•	SPACE	14
15 SPACE				•		16
17				•		18
19				•		20
21				•		22
23				•		24
25				•		26
27				•		28
29				•		30
31				•		32
33				•		34
35				•		36
37				•		38
39				•		40

CH 200A M-B
20 P.M.

PANEL: MARC + DEBBIE CONRAD
 Location: 1467 NE North End
 Fed From: CH 20A M.B. NEMA PNL
 A.C. Feeds: Breaker, Over, Under, Break, Over, Break, Over, Break, Over

PANEL SCHEDULE

Bus Rating: Main Breaker Main Lug Only Feed-Thru Lug Double Lug

Single Phase: 4-Wire 3-Wire Iso. GND

Voltage: 240/120 208/120

CIRCUIT DESCRIPTION	LOAD (VA)	CIRCUIT CODE		BUS		SERIALS	LOAD (VA)	CIRCUIT DESCRIPTION
		TYPE	NO.	A	B			
1 Range		50	30	•				WATER HEAT Utility RM 2
3 " "				•				" 4
5 A/C UNIT		20	30	•				DRYER 6
7 " "				•				" 6
9 Boiler		50	30	•				H ₂ O Basement 10
11 " "				•				" 12
13 WASHER		20	20	•				REFEL KIT 14
15 Kit. Plug		20	20	•				REFEL Bed Rm 16
17 Kit. Plug		20	20	•				Bath Plugs 18
19 Dining + Bed Rm Plugs		15	20	•				Basement Plugs 20
21 Bed + Living Lights		15	15	•				LIVING Rm Plugs 22
23 Basement Lights		15	40	•				← SUB FEED STOP 24
25 Kit + Bath Lights		15		•				SPACE 26
27 RV #1		30		•				SPACE 28
29 RV #2		30		•				SPACE 30
31 SPACE				•				SPACE 32
33 " "				•				SPACE 34
35 " "				•				SPACE 36
37 " "				•				SPACE 38
39 " "				•				SPACE 40
41 " "				•				SPACE 42

253-376-1015

PANEL: Main + Drainage
 Location: 1457 NE Noctile End Dr
 Fed From: _____
 AIC Rating: 10k 20k 30k 40k 50k 60k 75k 100k

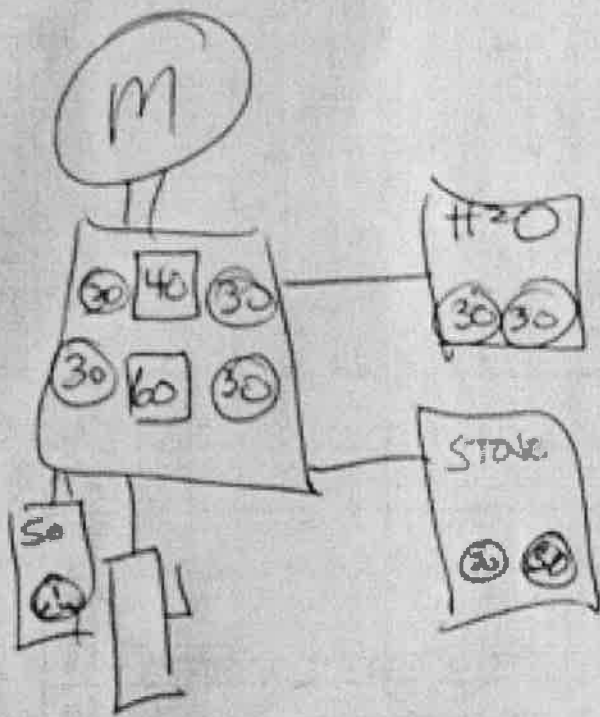
PANEL SCHEDULE

Bus Rating: _____ A
 Main Breaker _____ A
 Main Lugs Only _____ A
 Feed-Thru Lugs _____ A
 Double Lugs _____ A
 Single Phase: 4-Wire 3-Wire No. GND
 Voltage: 240/120 208/120

CIRCUIT DESCRIPTION	LOAD (VA)	CIRCUIT DESCRIPTION	LOAD (VA)	BREAKER		BUS		SERVICES	CIRCUIT	CORE	LOAD (VA)	CIRCUIT DESCRIPTION
				AMP	TYPE	A	B					
1 RANGE			46									
3			40					30				
5								50				
7												
9 DRYER			30					60				
11			30									
13			15									
15			20									
17			20									
19			15					80				KIT Receipts
21			20					20				BATH Receipts
23			20					20				FREZZER audio
25												
27												
29												
31												
33												
35												
37												
39												
41												

FPE ~~Panel~~
 PANEL
 200 AMP (SPLIT BUS)

SUSAN ROBERTS
189 Coal Creek



PANEL upgrade
NEEDED?

OWNER also told
ME THAT THIS
HOUSE MIGHT BE
COMING DOWN?

APPENDIX D

PLAN AND PROCEDURES FOR THE UNANTICIPATED DISCOVERY OF CULTURAL
RESOURCES AND HUMAN SKELETAL REMAINS

CHEHALIS COAL CREEK SEWER PROJECT

LEWIS COUNTY WASHINGTON

1. INTRODUCTION

The city of Chehalis intends to construct a sewer extension project, funded by the **Department of Ecology**. The purpose of this project is to extend sewer and provide grinder pumps for nine houses with failing septic systems. The following Inadvertent Discovery Plan (IDP) outlines procedures to follow, in accordance with state and federal laws, if archaeological materials or human remains are discovered.

2. RECOGNIZING CULTURAL RESOURCES

A cultural resource discovery could be prehistoric or historic. Examples include:

- An accumulation of shell, burned rocks, or other food related materials,
- Bones or small pieces of bone,
- An area of charcoal or very dark stained soil with artifacts,
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years,
- Buried railroad tracks, decking, or other industrial materials.

When in doubt, assume the material is a cultural resource.

3. ON-SITE RESPONSIBILITIES

STEP 1: STOP WORK. If any Chehalis employee, contractor or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work adjacent to the discovery must stop. The discovery location should be secured at all times.

STEP 2: NOTIFY MONITOR. If there is an archaeological monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow its provisions.

STEP 3: NOTIFY RECIPIENT PROJECT MANAGER. Contact the Chehalis Project Manager or applicable contacts:

Chehalis' Project Manager:

Name: Patrick Wiltzius

Number: (360) 740-7536

Email: pwiltzuis@ci.chehalis.wa.us

Ecology Staff Project Manager

Name: Dainis Kleinbergs

Number: (360) 407-7050

Email: Dainis.kleinbergs@ecy.wa.gov

Chehalis' Senior Staff:

Name: Rick Sahlin

Number: (360) 345-1223

Email: rsahlin@ci.chehalis.wa.us

Assigned Alternates:

Assigned Project Manager Alternate:

Name: Russ Cox

Number: (360) 345-1227

Email: rcox@ci.chehalis.wa.us

Ecology Environmental Review
Coordinator (Alternate):

Name: Liz Ellis

Number: (360) 407-6429

email: lell461@ecy.wa.gov

The Chehalis Project Manager or applicable staff will make all other calls and notifications.

If human remains are encountered, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and to shield them from being photographed. **Do not call 911 or speak with the media.**

4. FURTHER CONTACTS AND CONSULTATION

A. Chehalis Project Manager's Responsibilities:

- **Protect Find:** The Chehalis Project Manager is responsible for taking appropriate steps to protect the discovery site. All work will stop in an area adequate to provide for the total security, protection, and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth in this document.
- **Direct Construction Elsewhere On-site:** The Chehalis Project Manager may direct construction away from cultural resources to work in other areas prior to contacting the concerned parties.
- **Contact Chehalis Senior Staff:** If the Chehalis' Senior Staff person has not yet been contacted, the Chehalis Project Manager will do so.

B. Chehalis Senior Staff Responsibilities:

- **Identify Find:** The Chehalis Senior Staff (or a Cultural Resource Specialist if so delegated), will ensure that a qualified professional archaeologist examines the find to determine if it is archaeological.
 - If it is determined not archaeological, work may proceed with no further delay.
 - If it is determined to be archaeological, the Chehalis Senior Staff or Cultural Resource Specialist will continue with notification.
 - If the find may be human remains or funerary objects, Chehalis Senior Staff or Cultural Resource Specialist will ensure that a qualified physical anthropologist examines the find. **If it is determined to be human remains, the procedure described in Section 5 will be followed.**
- **Notify DAHP:** The Chehalis Senior Staff (or a Cultural Resource Specialist if so delegated) will contact the involved federal agencies (if any) and the Department of Archaeology and Historic Preservation (DAHP).
- **Notify Tribes:** If the discovery may relate to Native American interests, the DAHP and Ecology Supervisor or Coordinator will coordinate with the interested and affected tribes.

General Contacts

Federal Agencies:

Agency:

Name

Title

Number

Email

State Agencies:

Agency: Dept. of Ecology

Name: Dainis Kleinbergs

Title: Engineer

Number: (360) 407-7050

Email:

Dainis.kleinbergs@ecy.wa.gov

Department of Archaeology and Historic Preservation:

Dr. Allyson Brooks

State Historic Preservation Officer

360-586-3066

Rob Whitlam, Ph.D.

Staff Archaeologist

360-586-3050

The DAHP or appropriate Ecology Staff will contact the interested and affected Tribes for a specific project.

Tribes consulted on this project are:

Tribe: Chehalis

Name: David Burnett

Title: Tribal Chair

Number: (360) 273-5911

Email: chairman@chehalis.org

Tribe: Cowlitz

Name: Dave Burlingame

Title: Director, Cultural Resources
Department

Number: (360) 577-6962

Email: culture@cowlitz.org

Tribe: Nisqually

Name: Jackie Wall

Title: Historic Preservation Office

Number: (360) 456-5221

Email: wall.jackie@nisqually-
nsn.gov

C. Further Activities

- Archaeological discoveries will be documented as described in Section 6.
- Construction in the discovery area may resume as described in Section 7.

5. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL

Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect.

If the project occurs on federal lands (e.g., national forest or park, military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 apply, and the responsible federal agency will follow its provisions. Note that state highways that cross federal lands are on an easement and are not owned by the state.

If the project occurs on non-federal lands, Chehalis will comply with applicable state and federal laws, and the following procedure:

A. Notify Law Enforcement Agency or Medical Examiner/Coroner's Office:

In addition to the actions described in Sections 3 and 4, the Chehalis Project Manager will immediately notify the local law enforcement agency or medical examiner/coroner's office.

The medical examiner/coroner (with assistance of law enforcement personnel) will determine if the remains are human, whether the discovery site constitutes a crime scene, and will notify DAHP.

Chehalis Police Department

(360) 748-8605

B. Participate in Consultation:

Per RCW 27.44.055, RCW 68.50, and RCW 68.60, DAHP will have jurisdiction over non-forensic human remains. Ecology staff will participate in consultation.

C. Further Activities:

- Documentation of human skeletal remains and funerary objects will be agreed upon through the consultation process described in RCW 27.44.055, RCW 68.50, and RCW 68.60.
- When consultation and documentation activities are complete, construction in the discovery area may resume as described in Section 7.

6. DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological deposits discovered during construction will be assumed eligible for inclusion in the National Register of Historic Places under Criterion D until a formal Determination of Eligibility is made.

Chehalis staff will ensure the proper documentation and assessment of any discovered cultural resources in cooperation with the federal agencies (if any), DAHP, Ecology, affected tribes, and a contracted consultant (if any).

All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on cultural resource site or isolate form using standard techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

Cultural features, horizons and artifacts detected in buried sediments may require further evaluation using hand-dug test units. Units may be dug in controlled fashion to expose features, collect samples from undisturbed contexts, or interpret complex stratigraphy. A test excavation unit or small trench might also be used to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's significance. Excavations will be conducted using state-of-the-art techniques for controlling provenience.

Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. A stratigraphic profile will be drawn for at least one wall

of each test excavation unit.

Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh, unless soil conditions warrant ¼-inch mesh.

All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the federal agencies (if any), DAHP, Ecology and the affected tribes.

Within 90 days of concluding fieldwork, a technical report describing any and all monitoring and resultant archaeological excavations will be provided to the Chehalis Project Manager, who will forward the report for review and delivery to Ecology, the federal agencies (if any), DAHP, and the affected tribe(s).

If assessment activity exposes human remains (burials, isolated teeth, or bones), the process described in Section 5 above will be followed.

7. PROCEEDING WITH WORK

Work outside the discovery location may continue while documentation and assessment of the cultural resources proceed. A professional archaeologist must determine the boundaries of the discovery location. In consultation with Ecology, DAHP and any affected tribes, the Chehalis Project Manager will determine the appropriate level of documentation and treatment of the resource. If there is a federal nexus, Section 106 consultation and associated federal laws will make the final determinations about treatment and documentation.

Work may continue at the discovery location only after the process outlined in this plan is followed and Chehalis, DAHP, any affected tribes, Ecology (and the federal agencies, if any) determine that compliance with state and federal laws is complete.

8. RECIPIENT RESPONSIBILITY

The city of Chehalis is responsible for developing an IDP. The IDP must be immediately available by request by any party. An IDP must be immediately available onsite and be implemented to address any discovery.

I might implement the IDP / UDP if ...

I see chipped stone artifacts.



- Glass-like material
- Angular
- “Unusual” material for area
- “Unusual” shape
- Regularity of flaking
- Variability of size



I might implement the IDP / UDP if ...

I see ground or pecked stone artifacts.



- Striations or scratching
- Unusual or unnatural shapes
- Unusual stone
- Etching
- Perforations
- Pecking
- Regularity in modifications
- Variability of size, function, and complexity

I might implement the IDP / UDP if ...

I see bone or shell artifacts.



- Often smooth
- Unusual shape
- Carved
- Often pointed if used as a tool
- Often wedge shaped like a “shoe horn”



I might implement the IDP / UDP if ...

I see bone or shell artifacts.



- Often smooth
- Unusual shape
- Perforated
- Variability of size



I might implement the IDP / UDP if ...

I see fiber or wood artifacts.



- Wet environments needed for preservation
- Variability of size, function, and complexity
- Rare



I might implement the IDP / UDP if ...

I see historic period artifacts.



I might implement the IDP / UDP if ...

I see strange, different or interesting looking dirt, rocks, or shells



- Human activities leave traces in the ground that may or may not have artifacts associated with them
- “Unusual” accumulations of rock (especially fire-cracked rock)
- “Unusual” shaped accumulations of rock (e.g., similar to a fire ring)
- Charcoal or charcoal-stained soils
- Oxidized or burnt-looking soils
- Accumulations of shell
- Accumulations of bone or artifacts
- Look for the “unusual” or out of place (e.g., rock piles or accumulations in areas with few rock)

I might implement the IDP / UDP if ...

I see strange, different or interesting looking dirt, rocks, or shells



- “Unusual” accumulations of rock (especially fire-cracked rock)
- “Unusual” shaped accumulations of rock (e.g., similar to a fire ring)
- Look for the “unusual” or out of place (e.g., rock piles or accumulations in areas with few rock)

I might implement the IDP / UDP if ...

I see strange, different or interesting looking dirt, rocks, or shells



Layers of shell midden

Historic Debris

- Often have a layered or “layer cake” appearance
- Often associated with black or blackish soil
- Often have very crush and compacted shell



I might implement the IDP / UDP if ...

I see historic foundations or buried structures.

