

**CONTRACT DOCUMENTS
FOR**

**Snively Ave Road and Utility
Improvement Project**

Prepared for:

**City of Chehalis
1321 S Market Blvd
Chehalis, WA 98532
Project No. Y008**

Bid Set – February 19, 2021

Prepared by:

**RB Engineering
91 SW 13th Street
Chehalis, WA 98532
RBE No. 20041**



Invitation to Bid

City of Chehalis Project No. Y008 Snively Ave Road and Utility Improvement Project

NOTICE TO CONTRACTOR

Sealed proposals for furnishing all materials, labor and equipment for the following described work will be received by the Chehalis City Hall, 350 N Market Blvd, Chehalis WA 98532 up until **2:00 p.m. on Wednesday, March 24, 2021**. At that time, the sealed bids will be publicly opened and read. A contract will be awarded or all bids rejected within 30 days after the bid opening. A pre-bid conference will be held at the City of Chehalis office listed above on March 3, 2021 at 2:00 PM.

PROJECT DESCRIPTION

Project will include approximately 1,600 LF of 8-inch ductile iron water main and approximately 750 LF of 8-inch PVC sewer main. The project will also resurface 27,000 SF of existing pavement, 800 LF of new concrete curb and gutter, twenty concrete driveways and reconnect existing water and sewer services.

This project is a Public Works Project funded by the **City of Chehalis**. Contractor will be required to and shall pay each employee an amount not less than the State Prevailing Rate of Wage, as specified by Washington State.

The issuing office for Contract Documents is RB Engineering, Inc., 91 SW 13th Street, PO Box 923, Chehalis, Washington 98532, telephone number (360) 740-8919. Contract Documents including drawings will be issued electronically upon payment of non-refundable fee of \$25.00 or \$75.00 for the CD and one full size set of contract plans. Credit Card, Cash or Check is acceptable payment. Checks shall be payable to RB Engineering.

Technical inquiries regarding the project will only be accepted via email to the office of the Project Engineer, RB Engineering, Inc., 91 SW 13th Street, PO Box 923, Chehalis, Washington 98532, email Civilpros@RBEngineers.com.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory contract bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Chehalis.

The City of Chehalis requires E-Verify compliance on all public works contracts with a contract amount equal to or greater than \$1,000, per City Ordinance No. 857-B. Awarded 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.

The City of Chehalis hereby notifies all bidders that it will affirmatively ensure that in any contracts 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 race, color, creed, sex or natural origin in consideration for an award.

The City of Chehalis reserves the right to reject any and all bids or waive any informality in the bidding and make the award as deemed to be in the best interest of the Port of Chehalis and the U.S. Department of Commerce, Economic Development Administration.

PUBLISH DATES:

February 19th and February 26th, 2021 in Seattle Daily Journal of Commerce, Portland Daily Journal of Commerce and in The Chronicle (Chehalis/Centralia).

INSTRUCTIONS TO BIDDERS

Snively Ave Road and Utility Improvement Project PROJECT NO. Y008

Prepared by



Issued and Published Jointly by



SUGGESTED INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

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

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

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state of Washington.

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

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

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

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

4.01 Site and Other Areas

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

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. Geotechnical Report: The Bidding Documents contain a Geotechnical Report (GR) prepared by Pacific Testing & Inspection. The GR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations. The GR is a Technical Data document and

the Conditions in the GR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the GR. Bids should be based on a comprehensive approach that includes an independent review

and analysis of the GR, all other Contract Documents, Technical Data, other available information, and observable surface conditions.

Nothing in the GR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

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

4.04 Owner's Safety Program

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

4.05 Other Work at the Site

- A. No other work is to be performed at the Site by Owner or others and relates to the Work contemplated by these Bidding Documents

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

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

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. 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.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing via email. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

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

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly

in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work:
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for the lump sum and Alternate Bid items.
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Base Bid with Alternates

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

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one electronic copy of the Bid Form, Certification of Compliance with Wage Payment Statutes, Debarment Certification, Certification of Enrollment in Federal Government System for Award Management (SAM), and the Bid Bond Form. An unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Chehalis City Hall, 350 N. Market Blvd, Chehalis WA 98532.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

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

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

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

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

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is not exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall be included in the Bid. Refer to Paragraph 7.09 of the General Conditions for additional information.

ARTICLE 23 – PERMIT

23.01 Owner Has applied for BNSF right of water permit and will provide the document at time of contract award. City of Chehalis will provide a no-fee right of way permit for the work in city right of way.

Snively Ave Road and Utility Improvement Project - Section 3.1

**BID FORM
FOR CONSTRUCTION CONTRACTS**

**Snively Ave Road and Utility Improvement Project
PROJECT NO. Y008**

Prepared by



Issued and Published Jointly by



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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Chehalis City Hall, 350 N Market Blvd, Chehalis WA 98532

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

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

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

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

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

LUMP SUM BID

Lump Sum Base Bid Price	\$
Shoring and Trench Safety	\$
Washington state Sales Tax (8.2%)	\$

Total Lump Sum Bid Construction Cost + Tax \$ _____

Words: _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before July 7, 2021 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 21, 2021.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Certification of Compliance with Wage Payment Statutes;

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER:

By:

Signature _____

Printed Name _____

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

Attest:

Signature _____

Printed Name _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

Snively Ave Road and Utility Improvement Project - Section 3.2

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
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, 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 any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
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 the 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. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
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 this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BIDDERS CHECKLIST

The Bidder's attention is especially called to the following forms which must be executed in full as required:

- a. BID FORM.
- b. RECEIPT OF ADDENDA ACKNOWLEDGEMENT (page 1 – article 3)
- c. BID BOND. This form is to be executed by the Bidder and the Surety Company unless the bid is accompanied by a certified check. The amount of this bond shall be not less than five (5) percent of the total bid amount and may be shown in dollars or on a percentage basis.
- d. EVIDENCE OF AUTHORITY TO DO BUSINESS IN THE STATE OF WASHINGTON.
- e. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.

Notice of Award

Dated:

Project: Snively Ave Road and Utility Improvement Project	Owner: City of Chehalis	Owner's Contract No.: Y008
Contract: Snively Ave Road and Utility Improvement Project		Engineer's Project No.: 20041

Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **City of Chehalis "Snively Ave Road and Utility Improvement Project"**.

The Contract Price of your Contract is _____.

___ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

___ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [14] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security bonds as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 6.01).
3. Other conditions precedent:

Provide Certificate of Insurance documents as outlined in the Supplementary Conditions (SC – 6.03)

Provide Contractor Signed Certification Regarding Lobbying Form CD-51

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Chehalis

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages

to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

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

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

18. Modifications to this Bond are as follows:

Snively Ave Road and Utility Improvement Project - Section 4.4

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**Snively Ave Road and Utility Improvement Project
PROJECT NO. Y008**

Prepared by



Issued and Published Jointly by



Endorsed by



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

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

Project will include approximately 1,600 LF of 8” ductile iron water main and approximately 750 LF of 8” PVC sewer main. The project will also resurface 27,000 SF of existing pavement, 800 LF of new concrete curb and gutter, 20 concrete driveways and reconnect existing services.

ARTICLE 3 – ENGINEER

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

3.02 The Owner has retained Robert Balmelli PE (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Contract Times: Dates

A. The Contractor shall have 60 working days to complete the work after receiving the Notice to Proceed. The Work will be substantially completed on or before July 7, 2021 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 21, 2021.

4.03 Liquidated Damages

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

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Work other than Unit Price Work, a lump sum of: \$_____.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 5 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 18 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. 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.
 - G. 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.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 6, inclusive).
 2. Performance bond (pages 1 to 4, inclusive).
 3. Payment bond (pages 1 to 4, inclusive).
 4. General Conditions and EDA Contracting Provisions (pages 1 to 64, inclusive).
 5. Supplementary Conditions (pages 1 to 6, inclusive).
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: Snively Ave Road and Utility Improvement Project
 8. Addenda (numbers ___ to ___, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ___ to ___, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Orders.
 - c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such

consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

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

Notice to Proceed

Dated:

Project: Snively Ave Road and Utility Improvement Project	Owner: City of Chehalis	Owner's Contract No.: Y008
Contract: Snively Ave Road and Utility Improvement Project		Engineer's Project No.: 20041

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the number of days to achieve Substantial Completion is **60 days**, and the number of days to achieve readiness for final payment is **14 days** after substantial Completion.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Provide Schedule of Work and Schedule of Values to Owner and Engineer

All Required Submittals

Attend a Pre-Construction Meeting with the Owner, EDA Representative and Engineer.

_____	City of Chehalis
Contractor(Contractor)	Owner
Received by:	Given by:
_____	_____
	Authorized Signature
	Trent Lougheed – Public Works Director
_____	_____
Title(Title)	Title
_____	_____
Date(Date)	Date

Copy to Engineer

Certificate of Substantial Completion

Project: Snively Ave Road and Utility Improvement Project	Owner: City of Chehalis	Owner's Contract No.: Y008
Contract: Snively Ave Road and Utility Improvement Project		Engineer's Project No.: 20041
Contractor: XXXXXXXXXXXXXX		Date of Contract: XXXXXXXXXXXX

This definitive Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portion

Xxxx x, 2018

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

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 any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made 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 – Robert Balmelli PE RB Engineering

Date

Accepted by Contractor – XXXXX

Date

Accepted by Owner – City of Chehalis

Date



DESIGN > PERMIT > MANAGE
CHANGE ORDER (CO)

City of Chehalis - Project No. XXXX

AGENCY

RBE NO. 20041

Snively Ave Road and Utility Improvement Project

CO No.

PROJECT TITLE

PROPOSAL REQUEST

TO: _____ (CONTRACTOR)

PROPOSAL REQUEST DATE: _____

You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

[Begin Description Here](#)

Reason for Change DESIGN ERRORS DESIGN OMISSIONS AGENCY LATENT CONDITIONS CODE REQUIREMENTS VALUE ENGINEERING

EXPLANATION: _____

DATE PROPOSAL REQUIRED: _____ CHANGE ORIGINATED BY: _____
(14 days from Request Date, unless other date agreed to)

PROPOSAL REQUESTED BY: _____

CONTRACTOR PROPOSAL

TO: Robert Balmelli PE - RB Engineering (A/E)

WE AGREE TO PERFORM ALL CHANGE IN THE WORK DESCRIBED IN THE PROPOSAL REQUEST FOR:

CONTRACT SUM:

- NO CHANGE
- INCREASE
- DECREASE



OF

\$

(WASHINGTON STATE SALES TAX NOT INCLUDED)

In accordance with the General Conditions, Cost Estimate Detail Sheet(s) are attached hereto.

CONTRACT TIME:

- NO CHANGE
- INCREASE
- DECREASE



OF

_____ CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of this COP into a Change Order by the Owner.

CONTRACTOR

BY

SIGNATURE

DATE

RECOMMENDATION

TO: Owner

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Engineer

DATE

91 SW 13th Street, Chehalis WA
(360) 740-8919 Office



Design → Permit → Manage

91 SW 13th Street, Chehalis WA
(360) 740-8919 Office

RBE Field Order: _____

RBE Job #: 20041

Contractor: Company Name Attn: Address Address P: (xxx) xxx-xxxx	Project:	Snively Ave Road and Utility Improvement Project
	Owner:	City of Chehalis
	Owner's Contract #:	XXXX, Project No. XXXXXX
	Date of Issuance:	
Engineer: RB Engineering, Inc. Attn: Robert Balmelli PE PO Box 923 Chehalis, WA 98532 P: (360) 740-8919	Effective Date:	
	Specification Section(s):	
	Drawing(s) / Detail(s):	

Attention: You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Description of Field Order:

Attachments:

Engineer Signature: _____ Date: _____

Received by (Contractor): _____ Date: _____

CC: Owner

Snively Ave Road and Utility Improvement Project - Section 5.1

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT AND EDA CONTRACTING
PROVISIONS FOR CONSTRUCTION PROJECTS**

**Snively Ave Road and Utility Improvement Project
PROJECT NO. Y008**

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
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 information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

“furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste

materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Drawings or Specifications; or
 - 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

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

and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

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

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and

recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond

signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor

to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.

- b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial

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

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

6.04 *Owner's Liability Insurance*

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

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this

Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by,

arising out of, or resulting from fire or other perils whether or not insured by Owner;
and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

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

7.03 *Services, Materials, and Equipment*

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

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

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

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the

Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the

performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

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

7.08 *Permits*

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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if

any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly

or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and

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

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

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

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

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or

alter others' work with the written consent of Engineer and the others whose work will be affected.

- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

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

rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On

the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

10.03 *Project Representative*

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

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in

contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents

governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

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

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

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

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

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

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

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing

Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or

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

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

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

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

13.03 *Unit Price Work*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon

Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Application and Acceptance:*
1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

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

16.03 *Owner May Terminate For Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

Snively Ave Road and Utility Improvement Project - Section 6.1

SUPPLEMENTARY CONDITIONS

SNIVELY AVE ROAD AND UTILITY IMPROVEMENT PROJECT PROJECT NO. Y008

Prepared by



Issued and Published Jointly by



Supplementary Conditions

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

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

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

ARTICLE 2 – PRELIMINARY MATTERS

- SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:
- B. Evidence of Contractor’s Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
 - C. Evidence of Owner’s Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

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

- SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:
- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. Report dated June 30, 2020, prepared by Pacific Testing and Inspection Inc., Centralia, WA., entitled: “Pavement Design Report – SW Snively Avenue and SW Pacific Avenue to SW 16th Street for RB Engineers, Project No. 200043, consisting of 24 pages. The Technical Data contained in such report upon whose accuracy Contractor may rely are here indicate any such Technical Data.
- SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:
- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
 - B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

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

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State: Washington Industrial Insurance law	Statutory
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Federal, if applicable (e.g., Longshoreman’s):	Statutory
--	-----------

Jones Act coverage, if applicable:

Bodily injury by accident, each accident	\$ Not Applicable
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Bodily injury by disease, aggregate	\$ Not Applicable
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Employer’s Liability:

Bodily injury, each accident	\$ 1,000,000
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Bodily injury by disease, each employee	\$ 1,000,000
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Bodily injury/disease aggregate	\$ 1,000,000
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For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of:

	\$ 1,000,000
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Foreign voluntary worker compensation	Not Applicable
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2. Contractor’s Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ 2,000,000
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Products - Completed Operations Aggregate	\$ 1,000,000
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Personal and Advertising Injury	\$ 1,000,000
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Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
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3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$ 1,000,000
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Each accident \$ 1,000,000

Property Damage:

Each accident \$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 1,000,000

General Aggregate \$ 2,000,000

[See Paragraph 6.03.E of the General Conditions.]

5. Contractor's Pollution Liability:

Each Occurrence \$ Not Applicable

General Aggregate \$ Not Applicable

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Contractor's Professional Liability:

Each Claim \$ Not Applicable

Annual Aggregate \$ Not Applicable

SC-6.05. Delete Paragraph 6.05 in its entirety and insert the following in its place:

13. Builders Risk Insurance is not required for this contract.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

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

1. Regular working hours will be: Normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.
2. Owner's legal holidays are: New Year's Day, Memorial Day, 4th of July, Labor Day, Christmas Day, Martin Luther King Jr. Day, George Washington's Birthday, Columbus Day and Veterans Day.

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.02 Delete Paragraph 8.02.A in its entirety and replace with the following:

- A. Owner does not intend to contract with others for the performance of other work at or adjacent to the Site.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

SC-9.13 Owner will not furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

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

- B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

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

SC-11.04.C Delete item 1. In its entirety.

Replace the first sentence of Item 2. With the following:

The following percentages of the various portions of the Cost of the Work shall be as listed below:

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.02 Delete section 13.02 in its entirety.

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

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

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

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration and subject to the conditions and limitations of this paragraph. This agreement to

arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

Snively Ave Road and Utility Improvement Project – Section 7

**TECHNICAL SPECIFICATIONS
FOR**

Snively Ave Road and Utility Improvement Project

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Snively Ave Road and Utility Improvement Project.

1. Project Location: SW Snively from SW 16th to SW Pacific Ave, Chehalis, WA 98532

B. Owner: City of Chehalis.

1. Owner's Representative: Trent Lougheed

C. Engineer: RB Engineering, Inc

1. Engineer's Representative: Robert Balmelli PE

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Project will include approximately 1,600 LF of 8" ductile iron water main and approximately 750 LF of 8" PVC sewer main. The project will also resurface 27,000 SF of existing pavement, 800 LF of new concrete curb and gutter, 20 concrete driveways and reconnect existing services.
2. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to clearing limits shown on the contract documents.

1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to regular working hours as defined in the supplementary conditions.
- C. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer at earliest possible date but no later than 10 days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:

a.	Project name and location	Snively Ave Road and Utility Improvement Project
b.	Name of Engineer Consultant	RB Engineering
c.	Engineer's project number	20041
d.	City of Chehalis project number	Y008
e.	Contractor's name and address	
f.	Date of submittal	
 - 2. Arrange schedule of values per Engineer's provided schedule.
 - 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 4. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

5. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Submit Application for Payment to Engineer by the 10th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Application for Payment Forms: Use forms acceptable to Owner and Engineer for Applications for Payment. Contractor to provide sample form at pre-construction conference.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of values.
 3. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 4. Initial progress report.
 5. Report of preconstruction conference.
- G. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- H. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707-1994, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination drawings.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

- A. RFI: Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Engineer.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Engineer.

- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow 10 (10) working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within ten (10) days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven (7) days if Contractor disagrees with response.
1. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Contractor to inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Contractor to prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Contractor is responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three (3) days of the meeting.
- B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than fifteen (15) days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Work restrictions.
 - m. Working hours.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. COVID-19 Protocols.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Contractor to Conduct progress meetings at bi-weekly intervals.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do

so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

- 1) Interface requirements.
- 2) Sequence of operations.
- 3) Status of submittals.
- 4) Deliveries.
- 5) Off-site fabrication.
- 6) Access.
- 7) Site utilization.
- 8) Temporary facilities and controls.
- 9) Progress cleaning.
- 10) Quality and work standards.
- 11) Status of correction of deficient items.
- 12) Field observations.
- 13) Status of RFIs.
- 14) Status of proposal requests.
- 15) Pending changes.
- 16) Status of Change Orders.
- 17) Pending claims and disputes.
- 18) Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's construction schedule.
 2. Construction schedule updating reports.
 3. Daily construction reports.
 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 2. Predecessor Activity: An activity that precedes another activity in the network.
 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
1. PDF electronic file.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

- D. Construction Schedule Updating Reports: Submit with Applications for Payment.
- E. Daily Construction Reports: Submit at weekly intervals.
- F. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Engineer.
 - 2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
 - 4. Punch List and Final Completion: Include not more than thirty (30) days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Partial occupancy before Substantial Completion.
 - d. Use of premises restrictions.
 - e. Provisions for future construction.
 - f. Seasonal variations.

- g. Environmental control.
- 3. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

2.2 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events.
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Emergency procedures.
 - 12. Orders and requests of authorities having jurisdiction.
 - 13. Change Orders received and implemented.
 - 14. Change Directives received and implemented.
 - 15. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow fifteen (15) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 9 days for review of each resubmittal.
- D. Paper or Electronic Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Other necessary identification.
 4. Transmittal for Paper or Electronic Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return without review submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - 1) Project name.
 - 2) Date.
 - 3) Destination (To:).
 - 4) Source (From:).
 - 5) Name and address of Engineer.
 - 6) Name of Construction Manager.
 - 7) Name of Contractor.
 - 8) Name of firm or entity that prepared submittal.
 - 9) Names of subcontractor, manufacturer, and supplier.
 - 10) Category and type of submittal.
 - 11) Submittal purpose and description.
 - 12) Specification Section number and title.

- 13) Specification paragraph number or drawing designation and generic name for each of multiple items.
 - 14) Drawing number and detail references, as appropriate.
 - 15) Indication of full or partial submittal.
 - 16) Transmittal number, numbered consecutively.
 - 17) Submittal and transmittal distribution record.
 - 18) Remarks.
 - 19) Signature of transmitter.
- E. Options: Identify options requiring selection by Engineer.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
1. Action Submittals: One electronic copy in PDF format of each submittal unless otherwise indicated. Engineer will return one electronic PDF copy.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Statement of compliance with specified referenced standards.
 - d. Testing by recognized testing agency.
 - e. Application of testing agency labels and seals.
 - f. Notation of coordination requirements.
 - g. Availability and delivery time information.
 4. Submit Product Data before or concurrent with Samples.

5. Submit Product Data in the following format:
 - a. One electronic copy of Product Data unless otherwise indicated. Engineer will return one electronic copy.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.
 3. Submit Shop Drawings in the following format:
 - a. One electronic copy of each submittal. Engineer will return on electronic copy.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Submit product schedule in the following format:
 - a. One electronic product schedule or list unless otherwise indicated. Engineer will return 1 electronic copy.
- E. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Project General Conditions, Article 15 and in Section 012900 "Payment Procedures"
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

- J. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- K. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- L. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- M. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- N. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- O. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- P. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- Q. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- R. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner or authorities having jurisdiction are not limited by provisions of this Section.
 - 3. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and re-inspecting.

- B. **Manufacturer's Field Reports:** Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.
- C. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. **General:** Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly or product that are similar in material, design, and extent to those indicated for this Project.
- F. **Testing Agency Qualifications:** An independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections and, where required by authorities having jurisdiction, that is acceptable to authorities.
- G. **Manufacturer's Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

- A. **Contractor Responsibilities:** Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. **Manufacturer's Field Services:** Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- C. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. **Testing Agency Responsibilities:** Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- E. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 5. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner to provide a qualified independent testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Owners testing agency to prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Engineer.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Contractor to Maintain log at Project site of owner's tests and inspections. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA	Aluminum Association (The)
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	ASME International (American Society of Mechanical Engineers International)
ASTM	ASTM International (American Society for Testing and Materials International)
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute (The)
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
GSI	Geosynthetic Institute
ICBO	International Conference of Building Officials
ICRI	International Concrete Repair Institute, Inc.
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
NAAMM	National Association of Engineered Metal Manufacturers
NACE	NACE International

(National Association of Corrosion Engineers International)

NEMA	National Electrical Manufacturers Association
NFPA	NFPA (National Fire Protection Association)
NSF	NSF International (National Sanitation Foundation International)
SAE	SAE International
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SSPC	SSPC: The Society for Protective Coatings
SWPA	Submersible Wastewater Pump Association
UL	Underwriters Laboratories Inc.

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

IAPMO International Association of Plumbing and Mechanical Officials

ICC International Code Council

- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

EPA Environmental Protection Agency

NIST National Institute of Standards and Technology

OSHA Occupational Safety & Health Administration

EDA Economic Development Administration

- D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

DOE Washington State Department of Ecology

SWPCA Southwest Washington Pollution Control Authority

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Engineer, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from City of Chehalis existing water system is available for use with metering and payment of use charges at current City of Chehalis water rates.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to City of Chehalis existing water system if needed.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide for temporary offices, shops, and sheds located within construction area according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Engineer schedules Substantial Completion inspection. Remove before Substantial Completion.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including pavement and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Contractor to designate areas for parking on project site for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.

- E. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and stormwater pollution prevention plan.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- F. Security Enclosure and Lockup: Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
 - 1. Prohibit smoking in construction areas.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
- b. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

3. All product warranties shall begin at acceptance of substantial completion by the owner.
- B. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 INFORMATIONAL SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Hazardous Materials and/or Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept project materials, for hazardous waste disposal.

1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
 - 3. Before construction, Contractor shall video all sanitary sewer lines to verify all site lateral locations.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.

3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.

- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill, utility slopes, and rim and invert elevations.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

END OF SECTION 017300

SECTION 017400 - GUARANTEES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section defines Contractor responsibilities and procedures to guarantee the equipment and facilities installed under this Contract. Specific guarantees above and beyond the basic one-year guarantee are identified in the technical specification sections.

1.2 DETERMINATION OF GUARANTEE DATES

- A. Guarantee Dates: Guarantee dates for those portions of the work made available to the City of Chehalis for possession and use under the terms and conditions of Article 7.17 of the General Conditions shall be established at the time of availability.

1.3 GUARANTEE

- A. For a period of 365 days, commencing on the guarantee start date (but commencing only as to such portions of the work so possessed or used), the Contractor shall, upon the receipt of notice in writing from the Engineer or Owner, promptly correct any defective work. If the defective work cannot be corrected, or if the corrected work as been rejected by the Engineer or Owner, the Contractor shall promptly remove it from the site and replace it with non-defective work, all at no cost to the City of Chehalis. The City of Chehalis is hereby authorized to make such corrections if, ten days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the corrections or removal/replacement with due diligence. In case of an emergency where, in the opinion of the Engineer or Owner, delay could cause serious loss or damage, corrections or replacement may be made prior to or concurrent with notice being sent to the Contractor. All expenses in connection with such corrections or replacement, including costs for professional services, will be charged to the Contractor. This guarantee shall be extended for a period equal to the time of correction or replacement.
- B. For the purpose of this paragraph, acceptance of the work shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.
- C. The guarantee provided in this section shall be in addition to those specific guarantee or warranty requirements for particular equipment and/or work items indicated in the specifications, and in addition to any other rights or remedies available to the City of Chehalis under this Contract or law.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DOCUMENTATION

- A. Guarantee dates and the durations or the guarantee period shall be recorded and submitted to the Owner on a Guarantee Document acceptable to Owner.

3.2 GUARANTEE RESPONSE

- A. The Owner or its appointed representative shall be the point-of-contact for response to guarantee-related problems during the one-year guarantee period. The Owner shall evaluate the problem and initiate the guarantee response by the appropriate vendor or contractor.
- B. For special guarantees extending the one-year guarantee period, City of Chehalis personnel shall contact the appropriate vendor directly as identified on the Guarantee Documentation Form.
- C. Upon notification of need for guarantee response, the Contractor shall provide written notification to the City of Chehalis initiator, indicating scheduled time of response so that City of Chehalis maintenance personnel may be scheduled to be on hand to provide assistance and witness the repair. Guarantee work may only be undertaken on Mondays through Fridays, from 8:00 a.m. to 5:00 p.m., unless the City of Chehalis gives express written consent for the performance of the work at other times.
- D. Items requiring guarantee response within the one-year guarantee period shall have a completely new guarantee period established from the time of repair. The Contractor shall provide written verification of the newly established guarantee period to the Owner upon completion of the repair.

END OF SECTION 017400

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Recycling nonhazardous demolition and construction waste.
 - 2. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Facilitate salvage of materials, including the following:
 - 1. No materials are identified for salvage.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 RECYCLING DEMOLITION WASTE

- A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- B. Concrete: Break up and transport concrete to concrete-recycling facility.

3.2 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction

- photographic documentation, damage or settlement surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit changeover information related to Owner's use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Participate with Owner in conducting inspection and walkthrough.
 3. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.5 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Submit list of incomplete items in the following format:
 - a. One electronic copy unless otherwise indicated. Engineer will return one electronic copy.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Remove petrochemical spills, stains, and other foreign deposits.

- c. Remove tools, construction equipment, machinery, and surplus material from Project site.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
- B. Related Requirements:
 - 1. Section 7.11 of the project General Conditions.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Final Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

2.2 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION 017839

SECTION 024116 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Demolition and removal of buildings and site improvements.
2. Disconnecting, capping or sealing, and abandoning in-place and removing site utilities.
3. Salvaging items for reuse by Owner.

- B. Related Sections:

1. Section 011000 "Summary" for use of the premises and phasing requirements.
2. Section 013200 "Construction Progress Documentation" for preconstruction photographs taken before building demolition.
3. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.
4. Section 330500 "Common Work Results for Utilities" for shutting off, disconnecting, removing, and sealing or capping utilities.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified refrigerant recovery technician.
- B. Proposed Protection Measures: Submit informational report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 - 2. Temporary interruption of utility services.
 - 3. Shutoff and capping and re-routing of utility services.
- D. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

1.7 PROJECT CONDITIONS

- A. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

2.2 PREPARATION

- A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
 - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.

3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 4. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
- B. Existing Utilities: See plumbing and electrical Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.
- C. Salvaged Items: Comply with the following:
1. Clean salvaged items of dirt and demolition debris.
 2. Store items in a secure area until delivery to Owner.
 3. Transport items to storage area designated by Owner.
 4. Protect items from damage during transport and storage.

2.3 PROTECTION

- A. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
 - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.

2.4 DEMOLITION BY MECHANICAL MEANS

- A. Existing Utilities: Abandon existing utilities and below-grade utility structures. Cut utilities flush with grade.
- B. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within 5 feet (1.5 m) outside footprint indicated for new construction. Abandon utilities outside this area.
1. Fill abandoned utility structures with satisfactory soil materials according to backfill requirements in Section 312000 "Earth Moving."
 2. Piping: Disconnect piping at unions, flanges, valves, or fittings.
 3. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.
- C. Existing Utilities: Remove existing utilities and below-grade utility structures.

2.5 DEMOLITION BY EXPLOSIVES

- A. Explosives: Use of explosives is not permitted.

2.6 SITE RESTORATION

- A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

2.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site. See Section 017419 "Construction Waste Management and Disposal" for recycling and disposal of demolition waste.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

2.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 024116

SECTION 033053 - MISCELLANEOUS CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Other Action Submittal:
 - 1. Design Mixtures: For each concrete mixture.

1.3 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Comply with the following sections of ACI 301, unless modified by requirements in the Contract Documents:
- C. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

PART 2 - PRODUCTS

2.1 FORMWORK

- A. Furnish formwork and formwork accessories according to ACI 301.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Wire: ASTM A 82/A 82M, as drawn.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn steel wire into flat sheets.

- D. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class C or F.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregate: ASTM C 33, graded, 1-1/2-inch (38-mm) nominal maximum aggregate size.
- C. Water: ASTM C 94/C 94M.

2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.5 RELATED MATERIALS

- A. Vapor Retarder: Plastic sheet, ASTM E 1745, Class A or B.
- B. Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick; or plastic sheet, ASTM E 1745, Class C.
- C. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

- B. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth or cotton mats.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- F. Clear, Waterborne Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.7 CONCRETE MIXTURES

- A. Normal-Weight Concrete: Prepare design mixes, proportioned according to ACI 301 (ACI 301M), as follows:
 - 1. Minimum Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio: **0.50**.
 - 3. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
 - 4. Slump Limit: **5 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture** plus or minus 1 inch (25 mm).
 - 5. Air Content: Maintain within range permitted by ACI 301 (ACI 301M). Do not allow air content of trowel-finished floor slabs to exceed 3 percent.

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 - 1. When air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, construct, erect, brace, and maintain formwork according to ACI 301 (ACI 301M).

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

3.5 CONCRETE PLACEMENT

- A. Comply with ACI 301 (ACI 301M) for placing concrete.
- B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M).
- C. Do not add water to concrete during delivery, at Project site, or during placement.
- D. Consolidate concrete with mechanical vibrating equipment.

3.6 FINISHING FORMED SURFACES

- A. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.7 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 301 (ACI 301M) for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure formed and unformed concrete for at least seven days by one of the following methods:

1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Tests: Perform according to ACI 301 (ACI 301M).
 1. Testing Frequency: One composite sample shall be obtained for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m) but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
 2. Testing Frequency: One composite sample shall be obtained for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.

3.9 REPAIRS

- A. Remove and replace concrete that does not comply with requirements in this Section.

END OF SECTION 033053

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cold milling of existing asphalt pavement.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt paving.
4. Hot-mix asphalt overlay.
5. Asphalt curbs.

B. Related Requirements:

1. Section 312000 "Earth Moving" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each paving material.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by WSDOT.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Standard Specifications for road asphalt paving work.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- B. Fine Aggregate: ASTM D 1073 sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
- C. Mineral Filler: ASTM D 242/D 242M rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-22. Retain "Tack Coat" Paragraph below if required. Tack coat is usually diluted in equal amounts of water and emulsified asphalt. It is usually applied to vertical surfaces of curbs, gutters, cold pavement joints, and structures in the pavement that will be in contact with hot-mix asphalt. Tack coat is also applied to existing pavement surfaces to bond new hot-mix asphalt overlays.
- B. Tack Coat: ASTM D 977 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

2.3 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires, asphalt shingles, or glass from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.
- B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.

2.4 MIXES

- A. Recycled Content of Hot-Mix Asphalt: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 20 percent or more than 25 percent by weight.
 - 1. Surface Course Limit: Recycled content no more than 10 percent by weight.
- B. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by WSDOT; and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Base Course:
 - 3. Surface Course:

PART 3 - EXECUTION

3.1 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
 - 1. Mill to a depth per plan.
 - 2. Patch surface depressions deeper than 1 inch (25 mm) after milling, before wearing course is laid.

3.2 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches (300 mm) into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseal concrete pieces firmly.
 - 1. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.
- C. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- D. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Spread mix at a minimum temperature of 250 deg F.

2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 - C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches (150 mm).
 3. Offset transverse joints, in successive courses, a minimum of 24 inches (600 mm).
 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.7 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch (13 mm).
 - 2. Surface Course: Plus 1/4 inch (6 mm), no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch (6 mm).
 - 2. Surface Course: 1/8 inch (3 mm).
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch (6 mm).

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Replace and compact hot-mix asphalt where core tests were taken.
- C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.9 WASTE HANDLING

- A. General: Handle asphalt-paving waste according to approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION 321216

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Temporary erosion- and sedimentation-control measures.

1.2 MATERIAL OWNERSHIP

- A. Except for borrow soils required for pond berm construction, excavated soil materials shall become Contractor's property and shall be removed from Project site and disposed at a permitted fill or waste site.

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 1. Do not close or obstruct streets, walks, driveways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place and inspected by Engineer.
- D. The following practices are prohibited within protection zones:
 1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and stormwater pollution prevention plans, and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E. Owner to provide Certified Erosion Control Specialist to perform Erosion Control monitoring and reporting.

3.3 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on-site according to requirements the construction documents.

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place, if applicable.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Remove all stumps and root balls, backfill excavated hole with gravel borrow and compact to 95% maximum density.

3.6 TOPSOIL STRIPPING

- A. Topsoil stripping is not required in the fill area. Excavate native soil down to the depth outlined on the contract documents and export material offsite.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preparing subgrades for **driveways, curbs and pavements**.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Subbase course for concrete **driveways, curbs and pavements**.
5. Subbase course **and base course** for asphalt paving.
6. Excavating and backfilling for utility trenches.

1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

- I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 QUALITY ASSURANCE

- A. Preexcavation Conference: Conduct conference at Project site.

1.4 PROJECT CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- B. Do not commence earth moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification **Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487**, or a combination of these groups; free of rock or gravel larger than **3 inches** in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification **Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487**, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations in accordance with section 7-08 of the standard specifications.

- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: **As indicated.**

- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.

D. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
3. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade pavements with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course.
- D. Place and compact initial backfill of subbase material, free of particles larger than **1 inch** in any dimension, to a height of 12 inches over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than **8 inches** in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to **ASTM D 698**:
 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1 inch.
 3. Pavements: Plus or minus 1/2 inch.

3.13 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 1. Shape subbase course and base course to required crown elevations and cross-slope grades.
 2. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 331413 - WATER DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes water-distribution piping and related components outside the building for **water service**.
- B. Utility-furnished products include water meters that will be furnished to the site, ready for installation.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Detail precast concrete vault assemblies and indicate dimensions, method of field assembly, and components.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control test reports.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with requirements of utility company supplying water. Include tapping of water mains and backflow prevention.
 - 2. Comply with standards of authorities having jurisdiction for potable-water-service piping, including materials, installation, testing, and disinfection.
 - 3. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.
- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- C. NFPA Compliance: Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-service-main piping for fire suppression.

1.6 PROJECT CONDITIONS

- A. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service according to requirements indicated:
1. Notify **Owner** no fewer than **five** days in advance of proposed interruption of service. *The city 's water division will perform all water system shut downs. When Connection require "field verification," connection points will be exposed by the contractor and fittings verified by the city 2-days prior to the distribution of shutdown notices. Customers involved with or affected by water surface interruptions will be notified ate least 48 hours in advance. Shutdowns will not be permitted on Fridays, weekends, or holidays without written authorization from the director of public works.*
 2. Do not proceed with interruption of water-distribution service without **Owner's** written permission.

1.7 COORDINATION

- A. Coordinate connection to water main with City.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

- A. Soft Copper Tube: **ASTM B 88, Type K** water tube.
1. *All connections will be Ford, McDonald or Mueller 110 compression fittings. Service lines will be installed a minimum of 22.5 degrees off the main. Tracer tape will be installed over all service lines. Service saddles will be ductile iron with double stainless steel traps. All clamps will have rubber gasket and iron pipe threaded inlet, and iron pipe threaded or approved compression outlet connections. The location of all service lines will be marked on the face or top of the cement concrete curb with a "W" embossed one-fourth inch into the concrete. [Ord. 785B § 14 (4.12), 2005.]*
- B. Mechanical-Joint, Ductile-Iron Pipe: AWWA C151 class 52 with mechanical-joint bell and plain spigot end unless grooved or flanged ends are indicated.
1. Mechanical-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 2. Glands, Gaskets, and Bolts: AWWA C111, ductile- or gray-iron glands, rubber gaskets, and steel bolts.
 3. Cement mortar lining conforming to AWWA C111.
- C. Push-on-Joint, Ductile-Iron Pipe: AWWA C151 class 52, with push-on-joint bell and plain spigot end unless grooved or flanged ends are indicated.
1. Push-on-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 2. Gaskets: AWWA C111, rubber.
 3. Cement mortar lining conforming to AWWA C111.

- D. All water pipe provided for installation within the BNSF Railroad Right-of-Way shall be coated with Fusion Bonded Epoxy Coating (FBE) with an Abrasion Resistant Overcoating (ARO). The coating shall meet AWWA C213 standard.

2.2 GATE VALVES

A. AWWA, Gate Valves:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Cast Iron Pipe Co.; Waterous Co. Subsidiary – series 500.
 - b. McWane, Inc.; Clow Valve Co. Div. (Oskaloosa).
 - c. McWane, Inc.; Kennedy Valve Div.
 - d. McWane, Inc.; M & H Valve Company Div.
 - e. Mueller Co.; Water Products Div.
3. Nonrising-Stem, Resilient-Seated Gate Valves:
 - a. Description: Gray- or ductile-iron body and bonnet; with bronze or gray- or ductile-iron gate, resilient seats, bronze stem, and stem nut.
 - 1) Standard: AWWA C509-87.
 - 2) Minimum Pressure Rating: 200 psig (1380 kPa).
 - 3) End Connections: Mechanical joint or ANSI flanges
 - 4) Interior Coating: Complying with AWWA C550.

2.3 Valve Box. All valves will have a standard Olympic Foundry 910 or 940 water valve box as determined by the water division. If the city approves or requires the use of an Olympic 910 valve box, it will be set to grade with a six-inch ASTM 3034 SDR 35 PVC riser from valve to approximately six inches from the valve box top. If valves are not set in a paved area, a three-by-three-foot concrete pad four inches thick will be set around each valve box at finished grade. An Olympic Foundry 940 valve box will be required for all locations of heavy traffic. In areas where the valve box is on the shoulder of the road, the ditch and shoulder will be graded before placing an asphalt or concrete pad. Valve box lids will be ductile iron, antikickout, and marked "WATER" (see Standard Drawing 4-12). All valve locations will be marked on the face of the adjacent curb with a "WV" embossed one-fourth inch into the concrete. [Ord. 785B § 14 (4.06), 2005.]

2.4 CORPORATION VALVES

Corporation stops will be all U.S. brass and will be Ford, Mueller, or A.Y. McDonald with iron pipe (IP) threads with tapping saddles and CC threads on direct taps conforming to AWWA C800. WATER METERS

2.5 WATER METERS

Water meters will be furnished by utility company.

2.6 BACKFLOW PREVENTERS

A. Backflow Assemblies are not applicable to this project.

2.7 FIRE HYDRANTS

A. Dry-Barrel Fire Hydrants:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Cast Iron Pipe Co.; Waterous Co. Subsidiary. Pacer Model WB-67-250 or AVK 2780
 - b. McWane, Inc.; Clow Valve Co. Div. (Oskaloosa). K81D
 - c. McWane, Inc.; Kennedy Valve Div. K81D
 - d. McWane, Inc.; M & H Valve Company Div. Reliant Style 129
 - e. Mueller Co.; Water Products Div Centurion A-423.
2. Fire hydrants will have two two-and-one-half-inch outlets with National Standard threads and one four-inch pumper port outlet with Pacific Coast threads (male threaded 4.72-inch diameter). The pumper port will be fitted with a five-inch quick connect Storz adapter with a Pacific Coast thread hydrant connection (female threaded four-and-three-fourths-inch diameter). The Storz adapter will include a cap. The hydrant valve opening will be five-and-one-fourth-inch diameter. The hydrant will have a positive and automatic barrel drain and will be of the "safety" or breakaway style.
3. Hydrants will be painted with sunburst yellow high-grade enamel after installation.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Refer to Section 312000 "Earth Moving" for excavating, trenching, and backfilling.

3.2 PIPING INSTALLATION

- A. Water-Main Connection: Arrange with utility company for tap of size and in location indicated in water main.
- B. Water-Main Connection: Tap water main according to requirements of water utility company and of size and in location indicated.
- C. Make connections larger than NPS 2 (DN 50) with tapping machine according to the following:
 - 1. The tapping of an existing water main will be done in the presence of a water division representative. The water division will be given two business days' advance notice of a water main tap and they will perform all shutdowns on existing mains. [Ord. 785B § 14 (4.03), 2005; Ord. 767B, 2004.]
 - 2. Install tapping sleeve and tapping valve according to MSS SP-60.
 - 3. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
 - 4. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
 - 5. Install gate valve onto tapping sleeve. Comply with MSS SP-60. Install valve with stem pointing up and with valve box.
- D. Install ductile-iron, water-service piping according to AWWA C600 and AWWA M41.
- E. Install PVC, AWWA pipe according to ASTM F 645 and AWWA M23.
- F. Bury piping with depth of cover over top at least **36 inches**.
- G. Extend water-service piping and connect to water-supply source and building-water-piping systems at existing water meter setter.
- H. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping, thrust blocks, anchors, tie-rods and clamps, and other supports.

3.3 JOINT CONSTRUCTION

- A. Make pipe joints according to the following:
 - 1. Ductile-Iron Piping, Gasketed Joints for Water-Service Piping: AWWA C600 and AWWA M41.
 - 2. Ductile-Iron Piping, Gasketed Joints for Fire-Service-Main Piping: UL 194.

3.4 ANCHORAGE INSTALLATION

- A. Anchorage, General: Install water-distribution piping with restrained joints. Anchorages and restrained-joint types that may be used include the following:

1. Concrete thrust blocks.
 2. Locking mechanical joints.
 3. Set-screw mechanical retainer glands.
 4. Bolted flanged joints.
 5. Pipe clamps and tie rods.
- B. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches. Include anchorages for the following piping systems:
1. Gasketed-Joint, Ductile-Iron, Water-Service Piping: According to AWWA C600.
 2. Gasketed-Joint, PVC Water-Service Piping: According to AWWA M23.
 3. Fire-Service-Main Piping: According to NFPA 24.
- C. Apply full coat of asphalt or other acceptable corrosion-resistant material to surfaces of installed ferrous anchorage devices.

3.5 VALVE INSTALLATION

- A. AWWA Gate Valves: Comply with AWWA C600 and AWWA M44. Install each underground valve with stem pointing up and with valve box.
- B. Corporation Valves and Curb Valves: Install each underground curb valve with head pointed up and with service box.

3.6 WATER METER INSTALLATION

- A. Install water meters, piping, and specialties according to city's written instructions.

3.7 BACKFLOW PREVENTER INSTALLATION

- A. No Backflow Prevention required for this project.

3.8 FIRE HYDRANT INSTALLATION

- A. General: Install each fire hydrant with separate gate valve in supply pipe, anchor with restrained joints or thrust blocks, and support in upright position.
- B. Wet-Barrel Fire Hydrants: Install with valve below frost line. Provide for drainage.

3.9 FIELD QUALITY CONTROL

- A. Piping Tests: Conduct piping tests before joints are covered and after concrete thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.
- B. Hydrostatic Tests: shall be performed in accordance with section 12.04.550 of the City's Development Code.

Prior to the acceptance of work, installation will be subject to a hydrostatic pressure test by the contractor. All pumps, gauges, plugs, saddles, corporation stops, miscellaneous hose and piping, and measuring equipment necessary for performing the test will be furnished and operated by the contractor. Tests will be conducted only after all connections along the section to be tested have been made and the roadway section is constructed to subgrade.

The section of water main being tested will be filled with water and allowed to stand under pressure for a sufficient length of time to allow air to escape and the pipe lining to absorb water. The contractor will be responsible for all costs, labor and materials associated with the testing of the line. The contractor will pay for all water needed for testing at the current rate charged by the city.

The test will be accomplished by pumping the main up to a pressure 150 psi above normal operating pressures but in no case will the test pressure be less than 200 psi. After reaching the test pressure, the pump will be stopped for 15 minutes and then the pressure brought back up to the test pressure again. The quantity of water used to restore the pressure will be accurately determined by pumping through a positive displacement water meter. The meter will be approved by the public works department prior to testing.

Acceptability of the test will be determined by using the following formula:

$$L = N \times D \times (P^{1/2}) \\ 7400$$

L = allowable leakage, gallons per hour (gph)

N = number of joints in the length of pipeline tested

D = nominal diameter of pipe, inches

P = average test pressure during the leakage test, psi

If the water used to restore the pressure in the system is greater than the allowable leakage determined by the formula, the main will be considered to have failed. There will not be any appreciable or abrupt loss in pressure during the 15-minute test period. Any significant loss will also be grounds for a nonpassing test. Should the tested section fail to pass the pressure test as specified, the contractor will, at no expense to the city, locate and repair the defects and then retest the pipeline. All tests will be made with the hydrant auxiliary gate valves open and pressure against the hydrant valve. After the test has been completed, each gate valve will be tested individually by closing each in turn and relieving the pressure beyond. This test will be acceptable if there is no immediate loss of pressure on the gauge when the pressure comes against the valve being checked. The contractor will verify that the pressure across the valve does not exceed the rated working pressure of the valve.

Sections to be tested will normally be limited to 1,500 feet. The public works department or designated consultant may require that the first section of the pipe installed by the contractor, not less than 1,000 feet in length, be tested in order to qualify the crew and the material. Pipe installation will not be continued for more than an additional 1,000 feet until the first section has been successfully tested.

Prior to calling a city inspector to witness the pressure test, the contractor will have all equipment ready for operation and have successfully performed the test to ensure that the pipe is in satisfactory condition.

Defective material or workmanship discovered during a hydrostatic field test will be replaced by the contractor at no expense to the city. Whenever it is necessary to replace defective material or correct workmanship, the hydrostatic test will be rerun at the contractor's expense until a satisfactory test is obtained. Test pressure will be maintained

while the installation is inspected by the city. See CMC 12.04.450 for testing responsibilities related to backflow prevention devices. [Ord. 819B § 13, 2007; Ord. 785B § 14 (4.20), 2005.]

- C. Prepare reports of testing activities.

3.10 IDENTIFICATION

- A. Install continuous underground **detectable** warning tape during backfilling of trench for underground water-distribution piping. Locate below finished grade, directly over piping. Underground warning tapes are specified in Section 312000 "Earth Moving."

3.11 CLEANING

- A. Clean and disinfect water-distribution piping as follows:
 - 1. Purge new water-distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use.
 - 2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.
 - 3. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 or do as follows:
 - a. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine; isolate and allow to stand for 24 hours.
 - b. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 ppm of chlorine; isolate and allow to stand for 3 hours.
 - c. After standing time, flush system with clean, potable water until no chlorine remains in water coming from system.
 - d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.
- B. Prepare reports of purging and disinfecting activities.

END OF SECTION 331413

SECTION 333111 - SANITARY SEWERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe and fittings.
2. Nonpressure and pressure couplings.
3. Expansion joints.
4. Cleanouts.
5. Encasement for piping.
6. Manholes.

1.2 ACTION SUBMITTALS

A. Product Data: For expansion joints.

B. Shop Drawings: For manholes. Include plans, elevations, sections, details, and frames and covers.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from sewer system piping. Indicate interface and spatial relationship between manholes, piping, and proximate structures.

B. Product Certificates: For each type of cast-iron soil pipe and fitting, from manufacturer.

C. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PVC PIPE AND FITTINGS

A. PVC Type PSM Sewer Piping:

1. Pipe: ASTM D 3034, **SDR 35**, PVC Type PSM sewer pipe with bell-and-spigot ends for gasketed joints.
2. Fittings: ASTM D 3034, PVC with bell ends.
3. Gaskets: ASTM F 477, elastomeric seals.

2.2 NONPRESSURE-TYPE TRANSITION COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined and corrosion-resistant-metal tension band and tightening mechanism on each end.
- B. Sleeve Materials:
 - 1. For Cast-Iron Soil Pipes: ASTM C 564, rubber.
 - 2. For Concrete Pipes: ASTM C 443, rubber.
 - 3. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
 - 4. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

2.3 CLEANOUTS

- A. Cast-Iron Cleanouts: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
 - 1. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.

2.4 MANHOLES

- A. Standard Precast Concrete Manholes:
 - 1. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
 - 2. Diameter: 48 inches minimum unless otherwise indicated.
 - 3. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
 - 4. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section; with separate base slab or base section with integral floor.
 - 5. Riser Sections: 4-inch minimum thickness, of length to provide depth indicated.
 - 6. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated; with top of cone of size that matches grade rings.
 - 7. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
 - 8. Resilient Pipe Connectors: ASTM C 923, cast or fitted into manhole walls, for each pipe connection.
 - 9. Steps: Safety steps will be fabricated of polypropylene conforming to an ASTM D-4101 specification, injection molded around a one-half-inch ASTM A-615 grade 60 steel reinforcing bar with antislip tread. Steps will project uniformly from the inside wall of the manhole. Steps will be installed to form a continuous vertical ladder with rungs equally spaced on 12-inch centers.
 - 10. Grade Rings: Reinforced-concrete rings, 6- to 9-inch (150- to 225-mm) total thickness, with diameter matching manhole frame and cover, and with height as required to adjust manhole frame and cover to indicated elevation and slope.
- B. Manhole Frames and Covers: Manhole frames and covers will be cast iron casting marked "SEWER" conforming to the requirements of ASTM A-30, Class 25, and will be free of porosity,

shrink cavities, cold shuts, cracks, or any surface defects which would impair serviceability. Repairs of defects by welding or by the use of smooth-on or similar material will not be permitted. Manhole rings and covers will be machine-finished or ground-on seating surfaces so as to assure nonrocking fit in any position and interchangeability. Manholes located in areas subject to inflow will be equipped with an approved watertight manhole insert. CONCRETE

- C. General: Cast-in-place concrete complying with ACI 318, ACI 350/350R, and the following:
 - 1. Cement: ASTM C 150, Type II.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable.
- D. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio.
 - 1. Reinforcing Fabric: ASTM A 185/A 185M, steel, welded wire fabric, plain.
 - 2. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (420 MPa) deformed steel.
- E. Manhole Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio. Include channels and benches in manholes.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground sanitary sewer piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow, nonpressure, drainage piping according to the following:
 - 1. Install piping pitched down in direction of flow.
 - 2. Install PVC corrugated sewer piping according to ASTM D 2321 and ASTM F 1668.
 - 3. Install PVC Type PSM sewer piping according to ASTM D 2321 and ASTM F 1668.

- F. Clear interior of piping and manholes of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed. Place plug in end of incomplete piping at end of day and when work stops.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure, drainage piping according to the following:
 - 1. Join hub-and-spigot, cast-iron soil piping with gasket joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.
 - 2. Join hub-and-spigot, cast-iron soil piping with calked joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for lead and oakum calked joints.
 - 3. Join hubless cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-coupling joints.
 - 4. Join PVC corrugated sewer piping according to ASTM D 2321.
 - 5. Join PVC Type PSM sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasket joints.
 - 6. Join nonreinforced-concrete sewer piping according to ASTM C 14 and ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints.
 - 7. Join reinforced-concrete sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints.
 - 8. Join dissimilar pipe materials with nonpressure-type, flexible couplings.

3.4 MANHOLE INSTALLATION

- A. General: Install manholes complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants according to ASTM C 891.
- C. Install FRP manholes according to manufacturer's written instructions.
- D. Form continuous concrete channels and benches between inlets and outlet.
- E. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops **3 inches** above finished surface elsewhere unless otherwise indicated.
- F. Install manhole-cover inserts in frame and immediately below cover.

3.5 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318.

3.6 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts, and use cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
- B. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

3.7 IDENTIFICATION

- A. Materials and their installation are specified in Section 312000 "Earth Moving." Arrange for installation of green warning tapes directly over piping and at outside edges of underground manholes.
1. Use detectable warning tape over nonferrous piping and over edges of underground manholes.

3.8 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
1. Submit separate report for each system inspection.
 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
1. Do not enclose, cover, or put into service before inspection and approval.
 2. Test completed piping systems according to requirements of authorities having jurisdiction.
 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 4. Submit separate report for each test.
 5. Hydrostatic Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction and the following:
 - a. Fill sewer piping with water. Test with pressure of at least 10-foot head of water, and maintain such pressure without leakage for at least 15 minutes.
 - b. Close openings in system and fill with water.
 - c. Purge air and refill with water.
 - d. Disconnect water supply.
 - e. Test and inspect joints for leaks.
 6. Air Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Option: Test plastic gravity sewer piping according to ASTM F 1417.
 - b. Option: Test concrete gravity sewer piping according to ASTM C 924.
 7. Manholes: Perform hydraulic test according to ASTM C 969.

- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.9 CLEANING

- A. Clean dirt and superfluous material from interior of piping. Flush with potable water.

END OF SECTION 221313

SECTION 334100 - STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe and fittings.
 - 2. Manholes.
 - 3. Nonpressure transition couplings.
 - 4. Stormwater inlets.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings:
 - 1. Manholes: Include plans, elevations, sections, details, frames, covers and sluice gates for control structure manhole.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of cast-iron soil pipe and fitting, from manufacturer.
- B. Field quality-control reports.

PART 2 - PRODUCTS

2.1 All pipe used for storm mains will comply with one of the following types:

- a. PVC pipe conforming to ASTM D3034 SDR 35 or ASTM F794 or ASTM F679 Type 1 with joints and gaskets conforming to ASTM D3212 and ASTM F477.

2.2 NONPRESSURE TRANSITION COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground non-pressure piping. Include ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.
- B. Sleeve Materials:
 - 1. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.

2.3 MANHOLES

A. Standard Precast Concrete Manholes:

1. Description: ASTM C 478 precast, reinforced concrete, of depth indicated, with provision for sealant joints.
2. Diameter: 48 inches minimum unless otherwise indicated.
3. Ballast: Increase thickness of precast concrete sections or add concrete to base section as required to prevent flotation.
4. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
5. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
6. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated, and top of cone of size that matches grade rings.
7. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
8. Resilient Pipe Connectors: ASTM C 923, cast or fitted into manhole walls, for each pipe connection.
9. Steps: Individual FRP steps, wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 16-inch intervals. Omit steps if total depth from floor of manhole to finished grade is less than 60 inches.
10. Grade Rings: Reinforced-concrete rings, 6-inch total thickness, to match diameter of manhole frame and cover, and height as required to adjust manhole frame and cover to indicated elevation and slope.

B. Manhole Frames and Covers:

1. Description: Ferrous; 24-inch ID with 4-inch- minimum width flange and 26-inch diameter cover. Include indented top design with lettering cast into cover, using wording

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow, non-pressure drainage piping according to the following:
 - 1. Install piping pitched down in direction of flow unless indicated otherwise on construction documents.
 - 2. Install PE corrugated sewer piping according to ASTM D 2321.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, non-pressure drainage piping according to the following:
 - 1. Join corrugated PE piping according to ASTM D 3212 for push-on joints.

3.4 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants according to ASTM C 891.
- C. Where specific manhole construction is not indicated, follow manhole manufacturer's written instructions.
- D. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 12 inches above finished surface elsewhere unless otherwise indicated.

3.5 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Submit separate reports for each system inspection.
 - 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Exception: Piping with soil tight joints unless required by authorities having jurisdiction.
- C. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

END OF SECTION 334100

Prevailing Wage Rates

- 1. Prevailing Wage Rate Web Links**
- 2. Record Keeping and Access to Payroll Records**
- 3. Benefit Codes**

WASHINGTON STATE PREVAILING WAGE RATES

INCLUDING:

State Wage Rates

Record Keeping and Access to Payroll Records

Wage Rate Benefit Codes

State Wage Rates

Please visit this link for the current State of Washington **Apprentice** Prevailing Wage Rates:

<https://fortress.wa.gov/Ini/wagelookup/ApprenticeWageLookup.aspx>

Please visit this link for the current State of Washington **Journey Level** Prevailing Wage Rates:

<https://fortress.wa.gov/Ini/wagelookup/PrvWageLookUp.aspx>

ADMINISTRATIVE POLICY



STATE OF WASHINGTON DEPARTMENT OF LABOR AND INDUSTRIES EMPLOYMENT STANDARDS

TITLE: RECORD KEEPING AND
ACCESS TO PAYROLL RECORDS
(NON-AGRICULTURAL EMPLOYMENT)

NUMBER: ES.D.1

CHAPTER: [RCW 49.12.050](#)
[RCW 49.46.040](#) and [070](#)
[WAC 296-126](#)
[WAC 296-128](#)

ISSUED: 1/2/2002
REVISED: 5/7/2004

ADMINISTRATIVE POLICY DISCLAIMER

This policy is designed to provide general information in regard to the current opinions of the Department of Labor & Industries on the subject matter covered. This policy is intended as a guide in the interpretation and application of the relevant statutes, regulations, and policies, and may not be applicable to all situations. This policy does not replace applicable RCW or WAC standards. If additional clarification is required, the Program Manager for Employment Standards should be consulted.

This document is effective as of the date of print and supersedes all previous interpretations and guidelines. Changes may occur after the date of print due to subsequent legislation, administrative rule, or judicial proceedings. The user is encouraged to notify the Program Manager to provide or receive updated information. This document will remain in effect until rescinded, modified, or withdrawn by the Director or his or her designee.

1. RECORDKEEPING REQUIREMENTS, INDUSTRIAL WELFARE ACT, [RCW 49.12](#)

This policy addresses non-agricultural employer record keeping responsibilities for under the Industrial Welfare Act and the Minimum Wage Act. In most cases the requirements are essentially identical. [See ES.D.2](#) for agricultural employer requirements.

Employers bound by [RCW 49.12](#) must keep records of the names of all employees, the address and occupation of each employee, dates of employment, rate or rates of pay, amount paid each pay period and the hours worked. See [RCW 49.12.050](#) and [WAC 296-126-050](#).

Employees must be provided with itemized statements of pay at the time of payment of wages showing pay basis (hours or days worked), rate or rates of pay, gross wages and deductions taken from pay. See [WAC 296-126-040](#).

Employers paying workers by direct deposit must provide a pay statement to workers on the established payday. The pay statement may be transmitted electronically, e.g., by e-mail, as long as each employee has computer access to receive the information.

"An itemized statement" means a separate statement issued to employees on each payday. Pay periods shall be identified by month, day, year, and payment date.

The statement shall include the total of all actual hours worked, with regular and overtime hours shown separately, and all rate or rates of pay whether paid on hourly, salary, commission, piece rate or combination thereof or other basis during the pay period. Workers paid on rate other than hourly or salary are entitled to a detailed printed accounting of commissions, piece rate, or other methods of payment earned in the pay period.

2. Employees protected by the Industrial Welfare Act have the right to examine records kept by their employers. Employers must make the above records "available to the employee upon request at a reasonable time." See [WAC 296-126-050\(2\)](#).

a. "Available to the employee" means that the *originals* of the required records (name, address, occupation, dates of employment, rate of pay, amounts paid each pay period) are made available to the employee for inspection, review, transcription and/or photocopying. Records must be available to the employee for inspection at the employer's usual place of employment.

b. "Upon request" means an oral or written request by the employee.

c. "At any reasonable time" generally means within ten business days from date of request by employee.

3. Making records available. Employers must make records available for inspection by the department. The department may inspect the required records. See [RCW 49.12.050](#).

The department can also require statements of employers relative to wages, hours and conditions of employment, and can inspect the books, records and physical facilities of those employers who are bound by the Industrial Welfare Act. See [RCW 49.12.041](#).

The above means that the department has the authority to request reasonable production of an employer's records, i.e., can request the employer to provide copies or can request the employer to allow the Department to examine the requested records on the employer's premises and to copy or have copied the relevant materials.

The department is also entitled to request meetings with employers and employer's agents to obtain statements or other information.

4. Poster requirements. Employers are required to post a copy of the Industrial Welfare rules in a poster (Your rights as a Worker) provided by the department in a readily accessible location within plain view in each work site where one or more employee is located. See [WAC 296-126-080](#).

5. Records must be kept for three years. All records required must be kept for at least three years. See [WAC 296-126-050\(1\)](#).

a. **“All records required”** includes the original time records, including dates and hours worked, recorded on time sheets, time clocks, time cards, computer-generated time records, video camera (if used as a means of record keeping by the employer), or any other method of recording hours worked.

Upon discharge, employees have a further right to make a written request and receive from their employer within ten days, a written statement setting forth reasons for discharge and the effective date of discharge. See [WAC 296-126-050\(3\)](#).

6. RECORDKEEPING REQUIREMENTS OF THE MINIMUM WAGE ACT, [RCW 49.46](#)

The initial record keeping requirements of the Minimum Wage Act (MWA) are essentially identical to those under the Industrial Welfare Act. Employers subject to the MWA must keep a record of each employee’s name, address, occupation, rate of pay, amount paid in each pay period and hours worked each day and each workweek. See [RCW 49.46.070](#).

Additionally, under the provisions of the MWA, employers must keep the following records:

- Employee’s date of birth, if under the age of 18.
- Time of day and day of the week that each employee’s workweek begins.
- Total daily or weekly earnings at straight time rate.
- Total overtime earnings for weeks in which overtime was worked.
- Date of the wage payment and the dates of pay period covered.
- Total wages paid for each pay period.
- All additions or deductions to or from the wages for each pay period and a record of the additions or deductions from pay.

7. DEFINITIONS OF TERMS:

a. The **“employee’s name”** is his or her full name as used for social security purposes. The employee’s address is his or her home address. Occupation is the occupation in which the employee is presently employed. An employer may use symbols or employee numbers in place of names but they must be uniform and defined.

b. A **“workweek”** is “a fixed and regularly recurring period of 168 hours or seven consecutive 24-hour periods.” It can begin on any day or the week and at any hour of the day and need not coincide with the calendar week.

If all, or a defined group of employees have a workweek which begins on the same day, a single notation of the time of day and day of the week that each workweek begins is sufficient. Separate notations must be made for employees or groups of employees who have a workweek beginning and ending at a different time.

c. A **“workday”** is “a fixed and regularly recurring period of 24 hours.” It can begin at any hour of the day but must begin at the same time each day.

d. A “**place for keeping required records**” means the records must be kept on the premises where the employee is employed or at a central location and must be made available for inspection by an authorized representative of the department within a reasonable time. A "reasonable time" is determined to be within 10 business days of receipt of a written request.

Upon request from the department, employers subject to the MWA must provide the above information to the department. See [RCW 49.46.070](#).

8. Required records must also be accessible to employees. An employee who is entitled to the protections of the Minimum Wage Act who requests “his or her work record” may inspect the records that his or her employer is required to keep “at any reasonable time.” See [WAC 296-128-025](#).

9. “Employee work record” means the original records and must include the name, address, and occupation of each employee; dates of employment; rate or rates of pay including regular and overtime rates; amount paid each pay period to each employee; all deductions from or additions to wages; and the hours and dates worked including regular and overtime hours.

10. Inspection of records. Such records shall be open upon request to inspection, review, transcription and/or photocopying by the employee and must be available at the employee's usual place of employment.

a. "Upon request" shall mean an oral or written request by the employee.

b. "At any reasonable time" generally means within 10 business days from date of request by employee.

11. All records required must be kept for three years. See [WAC 296-128-020](#).

12. "All records required” shall include the original time records, including dates and hours worked, recorded on time sheets, time clocks, time cards, computer-generated time records, video camera (if used as a means of record keeping by the employer), or any other method of recording hours worked.

13. Time Clocks and Rounding Practices. Employers may use time clocks, sign- in/out sheets, electronic swipe cards, time cards, or other method of keeping track of employee's dates and hours worked. Employees must be paid for all time worked, which includes all preparatory and concluding activities. Employers may pay for all minutes on the time card, or may use the rounding practices described below.

a. Differences between clock records and actual hours worked when rounding is not used: Time clocks are not required. When employer's use the time clock method, minor differences between the clock records and actual hours worked cannot ordinarily be avoided, but major discrepancies should be discouraged since they raise a doubt as to the accuracy of the records of the hours actually worked. The employer controls the workplace and to avoid potential pay issues surrounding time clock punches, should not

allow employees to arrive and clock in early for their own convenience. Should employees arrive before their scheduled starting time and begin their work, or continue to work after their closing time, they must be paid for that time unless as described in the following paragraphs.

When a time clock is used, an employee must be allowed to punch in at the time they are required to report for work and must be allowed to punch out only when they are finished performing tasks at the end of their shift. If a written time card is used, an employee or their supervisor must be allowed to record the actual time they are required to report for work and the time when they are finished performing tasks at the end of their shift.

b. Rounding practices: It has been found that in some industries, particularly where time clocks are used, there has been the practice for many years of recording the employees' starting time and stopping time by rounding the time to the nearest 5 minutes, or to the nearest one-tenth or quarter of an hour. Employers may not utilize recordkeeping systems in which 15-minute segments of work time are not recorded or paid. When rounding to the nearest quarter-hour, employers must round based on the 7-minute rule, i.e., when employees are 1 to 7 minutes late, they must be paid for the entire quarter-hour; if they are 8 to 14 minutes late, payment may begin at the nearest quarter-hour. If they clock out 7 minutes before the end of their shift, they must be paid to the end of that shift; if they clock out 8 minutes prior to the end of their shift, their payment may stop at the nearest quarter-hour.

A system where it is always rounded down is not appropriate. The rounding practice must work both ways so that sometimes it is rounded up and sometimes it is rounded down.

Presumably, this arrangement averages out so that the employees are fully compensated for all the time they actually work. For enforcement purposes, this practice of computing working time will be accepted, provided that it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.

Rounding practices may be used only with a time clock record keeping system or when a written record keeping system accurately reflects the actual time the employee signed in before and after the scheduled shift.

c. EXAMPLES OF TIME CLOCK ROUNDING:

The following chart is provided as an example of rounding practices based on the 7- minute rule.

CLOCK IN TIME	=	7:52 a.m. /	PAY AS	7:45 a.m.
		7:55 a.m. /	PAY AS	8:00 a.m.
		8:07 a.m. /	PAY AS	8:00 a.m.
		8:09 a.m. /	PAY AS	8:15 a.m.
		8:21 a.m. /	PAY AS	8:15 a.m.

	8:23 a.m. / PAY AS	8:30 a.m.
CLOCK OUT TIME =	4:51 p.m. / PAY AS	4:45 p.m.
	4:54 p.m. / PAY AS	5:00 p.m.
	5:07 p.m. / PAY AS	5:00 p.m.
	5:09 p.m. / PAY AS	5:15 p.m.
	5:22 p.m. / PAY AS	5:15 p.m.
	5:24 p.m. / PAY AS	5:30 p.m.

D. ROUNDING IS NOT PERMITTED FOR MEAL AND REST PERIODS.

The Washington meal and rest period requirements found in [WAC 296-126-092](#) require a 30-minute meal period no later than the end of the fifth working hour, and a 10-minute rest period in each four-hour working period. Employers cannot round, deduct, or average any time from a meal or rest period. Examples: 1) If the employee works four minutes into an unpaid 30-minute meal period, the employer must start the 30-minute meal period from the time the employee actually stops working; or 2) If an employee’s meal period is from 12:00 p.m. to 12:30 p.m., and the employee does not start the meal period until 12:04, the employee does not have to return to work until 12:34 p.m. [See Administrative Policy ES.C.6 Meal and Rest Periods.](#)

14. Employers of truck and bus drivers subject to the Federal Motor Carrier Act. In addition to the general record keeping requirements under the Minimum Wage Act and WACs, employers who employ truck and bus drivers subject to the Federal Motor Carrier Act are required to keep specific, additional records. Those records are described in [WAC 296-128-011](#) and need not be further interpreted. Drivers who work for bus and truck employers have a specific right to obtain copies of such records.

15. Employers of minors and other employers who may be authorized to pay subminimum wage rates. Employers who may be subject to a special subminimum wage rate approved by the department are required to keep specific records with respect to the payment of subminimum wages, including the certificate granting the right to pay subminimum wage. See [WAC 296-128-310](#). Educational institutions must keep special records regarding employment of “student workers.”

16. Failure to comply with recordkeeping requirement. Compliance with record keeping requirements is the responsibility of the employer. In the event of an investigation by the department, an employer’s failure to keep and produce the required records may result in the department’s acceptance of personal records kept by employees to determine back wages owed.

Pavement Design Report

SW Snively Avenue

SW Pacific Avenue to SW 16th Street
Chehalis, Washington 98532

Prepared For:

RB Engineering
PO Box 923
Chehalis, Washington 98532

Prepared By:

Pacific Testing & Inspection Inc.

3215 Harrison Avenue, Centralia, WA 98531
Phone (360) 736-3922 Fax (360) 807-6002
www.ptiinc.net



June 30, 2020

PTI Project # 200043

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- Appendix C – Laboratory Testing Results
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1.0 INTRODUCTION

Pacific Testing & Inspection, Inc. (PTI) has completed a geotechnical investigation in support of the Snively Avenue pavement rehabilitation project in Chehalis, Washington. See the vicinity map on the following page for a general depiction of the site location.

PTI completed the field geotechnical evaluation of the project on June 19, 2020. During this site visit, surface and subsurface conditions were assessed. After completion of the field work, laboratory work, and applicable project research, PTI prepared this pavement design report.

As presented herein, this report includes information pertaining to the project in this Introduction Section; observations of the property and surrounding terrain in the Surface Conditions Section; field methods and soil descriptions in the Subsurface Investigation Section; and, supporting documentation with relation to the roadway reconstruction in the Engineering Conclusions and Recommendations Section.

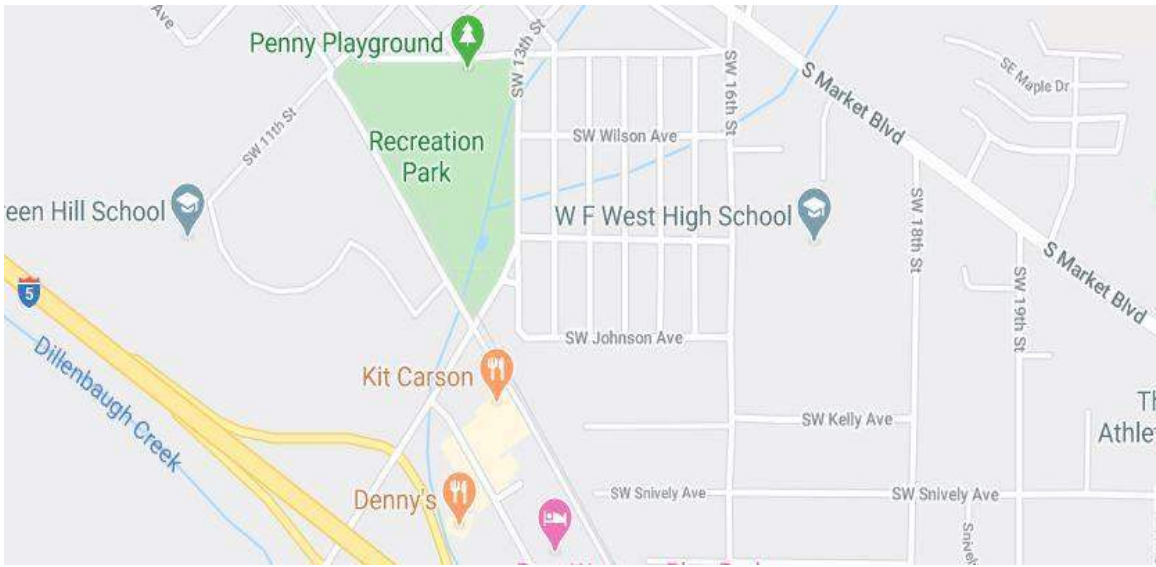
1.1 Project Information

Information pertaining to the planned development of the project was provided by the proponent of the project. The planned reconstruction segment of SW Snively Avenue includes the existing 32 foot wide roadway of approximately 800 linear feet spanning from approximately SW Pacific Avenue to SW 16th Street in Chehalis, Washington. The roadway serves existing residential development within the City limits.

1.2 Purpose of Investigation and Scope of Work

The purpose of this geotechnical investigation is to provide a pavement analysis and design of the full roadway replacement with necessary earthwork recommendations. In order to fulfill the purpose of investigation, the geotechnical program completed for the proposed improvements of the project include:

- Review project information provided by the proponent of the project;
- Conduct a site visit to document the site conditions that may influence the construction and performance of the proposed improvements of the project;
- Define general subsurface conditions of the site by observing corings within the roadway and subsoils;
- Collect bulk samples as necessary, at various depths and locations;
- Perform laboratory testing to determine selected index and/or engineering properties of the site soils;
- Complete an engineering analysis supported by the planned site alterations, and the surface and subsurface conditions that were identified by the field investigation, soil testing, and applicable project research; and,
- Establish conclusions based on findings and make recommendations for the reconstruction of the roadway.



Vicinity Map from Google Maps Website

2.0 SURFACE CONDITIONS

Information pertaining to the existing surface conditions for the project was gathered on June 19, 2020 by a representative with PTI. This Surface Conditions Section provides general information on observations for the project and surrounding areas that may impact the project.

Currently, the existing 32 foot wide roadway is asphalt concrete with cement concrete curbs. The roadway is in fair to poor condition with ordinary wear with some patching. An aerial photo of the project and immediate vicinity is provided below.



Aerial Photo from Google Maps Website

3.0 SUBSURFACE INVESTIGATION

Information on subsurface conditions pertaining to the project was gathered on June 19, 2020 by a representative with PTI. Applicable information on field methods, sampling, field testing, general geologic conditions, specific subsurface conditions, and results from soil testing are presented in this section of the report. Appendix A of this report includes locations of our corings. Appendix B has pertinent information on subsurface conditions for the project, such as coring information and soil logs. Applicable laboratory testing results are provided in Appendix C of this report.

3.1 Field Methods, Sampling and Field Testing

Information on subsurface conditions for the project was accomplished by examining soils within 4 corings extending through the existing pavement into the native subgrade.

3.2 Soil Profile

The following subsurface conditions are estimated descriptions of the project subgrade utilizing information from the depth of penetration at all testing, sampling, observed and investigated locations. Soils for this project were described utilizing the Unified Soil Classification System (USCS).

Within coring locations, pavement thickness ranged from 2.5 inches to 3 inches. Beneath the existing asphalt pavement, CSTC was observed within 3 of our 4 corings. The underlying native soils were tested to be gravelly soils with varying amounts of silt and sand (GM, GW, and GP-GM). Groundwater was not observed during our subsurface investigation.

Relative densities were not tested, however, based on the existing pavement structural depth and condition of the pavement, PTI expects that the soils are well consolidated.

Expanded and specific subsurface descriptions, other than what is provided in this section, are provided in the soil logs located in Appendix B of this report.

Visual classifications were performed in the field in accordance with the American Standards for Testing and Materials (ASTM) D2488. Laboratory testing was performed in order to further classify soils at selected locations and depths.

The soil samples obtained at the project site during the field investigation were preserved and transported for laboratory testing. The following soil tests were performed in accordance with the American Standards for Testing and Materials (ASTM):

4 Particle Size Analyses (ASTM D422)

The results from the sieve analyses, performed by PTI, are provided in Appendix C of this report.

4.0 ENGINEERING CONCLUSIONS & RECOMMENDATIONS

The following section includes pavement analysis and recommendations for this project for standard pavement removal/ replacement, and full depth reclamation.

4.1 Pavement Analysis

The pavement section design analysis was completed using AASHTO's Guide for Design of Pavement Structures. The AASHTO procedure utilizes a Structural Number (SN) which is used to determine thicknesses of pavement structural sections based on their corresponding structural coefficients. The structural number is determined from a nomograph (Appendix D) utilizing Equivalent Single-Axle Loads (ESALs), Reliability (R%), Serviceability Loss (Δ PSI), Standard Deviation (S_o), and Soil Resilient Modulus (M_R) of the subgrade soil. ESALs were determined by assuming an ADT. This should be confirmed by the owner, and if PTI's assumptions are significantly different, we should be contacted to revise our recommendations.

$$ESALs = (ADT)(365 \text{ days/yr})(N)(DDF)(DLDF)(GR)(PT)(TF)$$

ADT = 2-way Average Daily Traffic Count
= 200 (assumed)

N = Pavement Design Life
= 20 years

DDF = Direction Distribution Factor
= 50% (50-50 split each direction)

DLDF = Design Lane Distribution Factor
= 100% (one lane in one direction)

GR = Growth Rate
= 0%

PT = Percent Trucks
= 2%

TF = Truck Factor
= 1.7 (common default value)

$$ESALs = (200)(365)(20)(0.5)(1.0)(.02)(1.7) = 24,820$$

R% = 80% (Reliability value for local access)

Δ PSI = 2.0 (Serviceability Loss for local access)

S_o = 0.45 (Standard Deviation)

M_R = $1155 + 555(R \text{ Value}) = 1155 + 555(30) = 17,805$ psf

where R-Value is interpolated from soil results

The flexible pavement nomograph presented in the AASHTO Guide, was used to calculate the structural number of 1.7. In conjunction with known or assumed pavement layer depths (d_1 , etc...), typical published structural coefficients (a_1 , etc...), and drainage coefficients (m_1 , etc...), as needed, the following formula was used to determine the pavement structural section.

$$SN \leq a_1d_1 + a_2d_2m_2 + \dots + a_id_im_i + \dots$$

Standard Pavement Option

$$1.7 \leq (0.42 \times 2.5 \text{ in}) + (0.14 \times 2 \text{ in}) + (0.14 \times 4.0 \text{ in})$$

where a = 0.42 for asphalt concrete (class B)
a = 0.14 for CSTS
a = 0.14 for CSBC

Based on the result of the analysis provided above, PTI recommends that the following standard pavement elements be utilized at a minimum:

Asphalt concrete	: 2.5 inches
CSTC	: 2.0 inches
CSBC	: 4.0 inches

Full Depth Pavement Reclamation Option

$$1.7 \leq (0.42 \times 2.5 \text{ in}) + (0.11 \times 6.0 \text{ in})$$

where a = 0.42 for asphalt concrete (class B)
a = 0.11 for Reclaimed Asphalt Pavement (RAP)

Based on the result of the analysis provided above, PTI recommends that the following pavement elements be utilized at a minimum:

Asphalt concrete	: 2.0 inches
RAP	: 6.0 inches

4.2 Earthwork Recommendations

PTI recommends construction to occur during the dry season (May 1st to October 31st) if at all possible. Upon removing the existing pavement and exposing the subsoils, organic laden soils, excessively disturbed soils, or other deleterious materials if present should be removed. Additional soils should be removed beneath proposed roadway sections to a depth so that the pavement structural section atop prepared subgrade is to the desired finished grade. See the Full Depth Pavement Reclamation alternative provided below for specific recommendations for the RAP option.

Upon removal of the existing pavement and underlying materials as necessary, the bottom of the excavation with exposed native subgrade soils should be prepared by proof rolling with a vibratory 60K steel drum roller to a firm, unyielding condition.

If necessary, engineered fill soils should be placed and compacted in order to achieve proper grade beneath the pavement structural section. Engineered fill soils should be approved by the geotechnical engineer and compacted to at least 95% of the modified Proctor.

Upon satisfactory completion of the subgrade preparation and engineered fill, if any, the overlying 4.0 inches Crushed Surfacing Base Course (CSBC), 2.0 inches of Crushed Surfacing Top Course (CSTC) and 2.5 inches asphalt concrete layers may be constructed. New CSBC and CSTC layers should meet the requirements of Class B foundation material from the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction. Furthermore, the base materials shall be compacted per the (ASTM D1557) modified Proctor. Each lift surface throughout the project should be adequately maintained during construction in order to achieve acceptable compaction and inter-lift bonding.

Full Depth Pavement Reclamation

Reclaimed Asphalt Pavement (RAP) should be achieved by in-place processing. Pulverizing equipment should break up and crush the existing 2.5-inch to 3-inch layer of asphalt to particle sizes of not more than $\frac{3}{4}$ inch, and homogeneously blended in-place with the upper 3 inches or so of the underlying CSTC and/or native gravelly soils.

The RAP should be compacted with a vibratory smooth drum roller to achieve 95% of the (ASTM D1557) modified Proctor in a firm and relatively unyielding manner. Compaction of the RAP shall be observed by a qualified soils technician to verify the absence of excessive pumping, absence of water surfacing, and that deflections are less than $\frac{1}{2}$ inch during the compaction operation. If these adverse qualities exist, further recommendations may be required to stabilize the road bed. Based on pavement sections constructed per our recommendations, observed water levels during our site visit, and constructing during dry months of the year, we do not anticipate groundwater pumped to the surface during vibratory compaction. However, due to unknown groundwater levels during the dry months, and the possibility of the underlying soil consolidating during compaction, this is not fully known.

5.0 LIMITATIONS

Due to the inherent natural variations of the soil stratification and the nature of geotechnical subsurface explorations, there is always a possibility that soil conditions encountered during construction are different than those described in this report. Therefore, it is recommended that a qualified engineer observes and documents the construction, or PTI is promptly notified if project and subsurface conditions found on-site are not as presented in this report so that we can re-evaluate our recommendations.

This report presents engineering design guidelines, and is intended only for the owner, or owners' representative, and location of project described herein. This report should not be used to dictate construction procedures or relieve the contractor of his responsibility.

Please contact PTI if you have any questions, comments, or require additional information.

Sincerely,
Pacific Testing & Inspection, Inc.

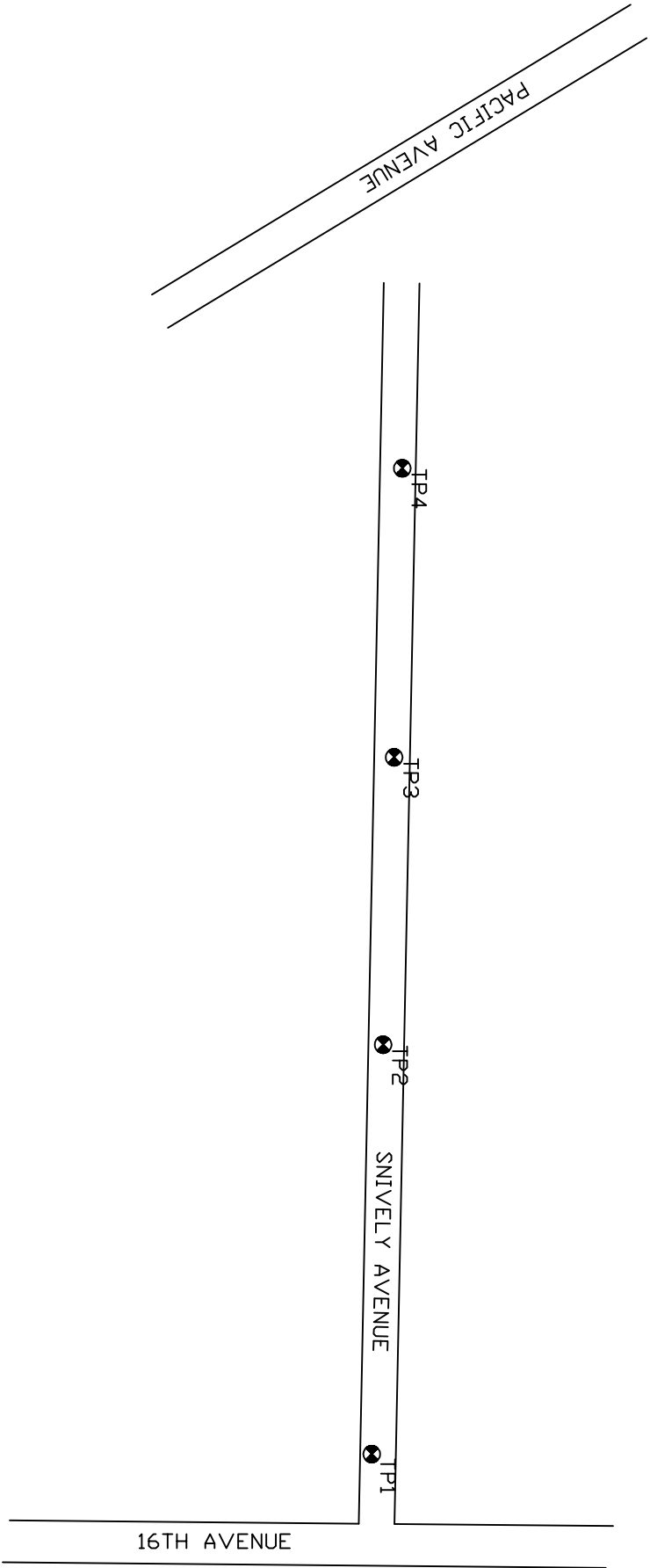


Michael Staten, P.E.
Engineer

APPENDIX A
TESTING LOCATION PLAN



N.T.S.



PROJECT & LOCATION

SNIVELY AVENUE
PACIFIC AVE TO 16TH AVE
CHEHALIS, WASHINGTON

ENGINEER:

PACIFIC TESTING & INSPECTION, INC
3215 HARRISON AVENUE
CENTRALIA, WASHINGTON 98531
360-736-3922

CORING LOCATION PLAN

APPENDIX B
CORING/ SOIL LOGS

Pacific Testing & Inspection Inc.

3215 Harrison Avenue, Centralia, WA 98531

Phone (360) 736-3922 Fax (360) 807-6002

LOG OF TEST PIT

Project No.: 200043	Project Name: Snively Avenue Coring	Client: RB Engineering	Date: 6/19/2020
-------------------------------	---	----------------------------------	---------------------------

Core No.: 1	Location: 50' W, 16 th & Snively, 2' N of centerline	Diameter: 4"	
-----------------------	---	------------------------	--

Logged By: JT	Depth of Water: n/a	Date Checked: 6/19/2020	Depth of Caving: n/a
-------------------------	-------------------------------	-----------------------------------	-----------------------------

Elev. Or Depth	Lab #	USCS	Description	Remarks	Moisture (%)
Surface	20-098	GM	AC - 2.5" thickness;		
			Native directly underneath AC		
			Silty gravel		

Reported by: John Thomas, Inspector	Reviewed by: Michael Staten, PE
-------------------------------------	---------------------------------

All results apply only to actual locations and materials tested. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

Pacific Testing & Inspection Inc.

3215 Harrison Avenue, Centralia, WA 98531

Phone (360) 736-3922 Fax (360) 807-6002

LOG OF TEST PIT

Project No.: 200043	Project Name: Snively Avenue Coring	Client: RB Engineering	Date: 6/19/2020
-------------------------------	---	----------------------------------	---------------------------

Core No.: 2	Location: 1520 Snively, 6' S of centerline	Diameter: 4"	
-----------------------	--	------------------------	--

Logged By: JT	Depth of Water: n/a	Date Checked: 6/19/2020	Depth of Caving: n/a
-------------------------	-------------------------------	-----------------------------------	-----------------------------

Elev. Or Depth	Lab #	USCS	Description	Remarks	Moisture (%)
Surface	20-099	GW	AC - 2.5" thickness;		
			CSTC under AC		
			Well graded gravel with sand		

Reported by: John Thomas, Inspector	Reviewed by: Tim Barney, Lab Manager
-------------------------------------	--------------------------------------

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Pacific Testing & Inspection Inc.

3215 Harrison Avenue, Centralia, WA 98531

Phone (360) 736-3922 Fax (360) 807-6002

LOG OF TEST PIT

Project No.: 200043	Project Name: Snively Avenue Coring	Client: RB Engineering	Date: 6/19/2020
-------------------------------	---	----------------------------------	---------------------------

Core No.: 3	Location: 1475 Snively; 4' S from center	Diameter: 4"	
-----------------------	--	------------------------	--

Logged By: JT	Depth of Water: n/a	Date Checked: 6/19/2020	Depth of Caving: n/a
-------------------------	-------------------------------	-----------------------------------	-----------------------------

Elev. Or Depth	Lab #	USCS	Description	Remarks	Moisture (%)
Surface	20-100	GP-GM	AC - 3" thickness;		
			CSTC under AC		
			Poorly graded gravel with silt		

Reported by:	Reviewed by:
---------------------	---------------------

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Pacific Testing & Inspection Inc.

3215 Harrison Avenue, Centralia, WA 98531
 Phone (360) 736-3922 Fax (360) 807-6002

LOG OF TEST PIT

Project No.: 200043	Project Name: Snively Avenue Coring	Client: RB Engineering	Date: 6/19/2020
-------------------------------	---	----------------------------------	---------------------------

Core No.: 4	Location: 1423 Snively; 3' S of centerline	Diameter: 4"	
-----------------------	--	------------------------	--

Logged By: JT	Depth of Water: n/a	Date Checked: 6/19/2020	Depth of Caving: n/a
-------------------------	-------------------------------	-----------------------------------	-----------------------------

Elev. Or Depth	Lab #	USCS	Description	Remarks	Moisture (%)
Surface	20-101	GP-GM	AC - 3" thickness;		
			CSTC under AC		
			Poorly graded gravel with silt and sand		

Reported by:	Reviewed by:
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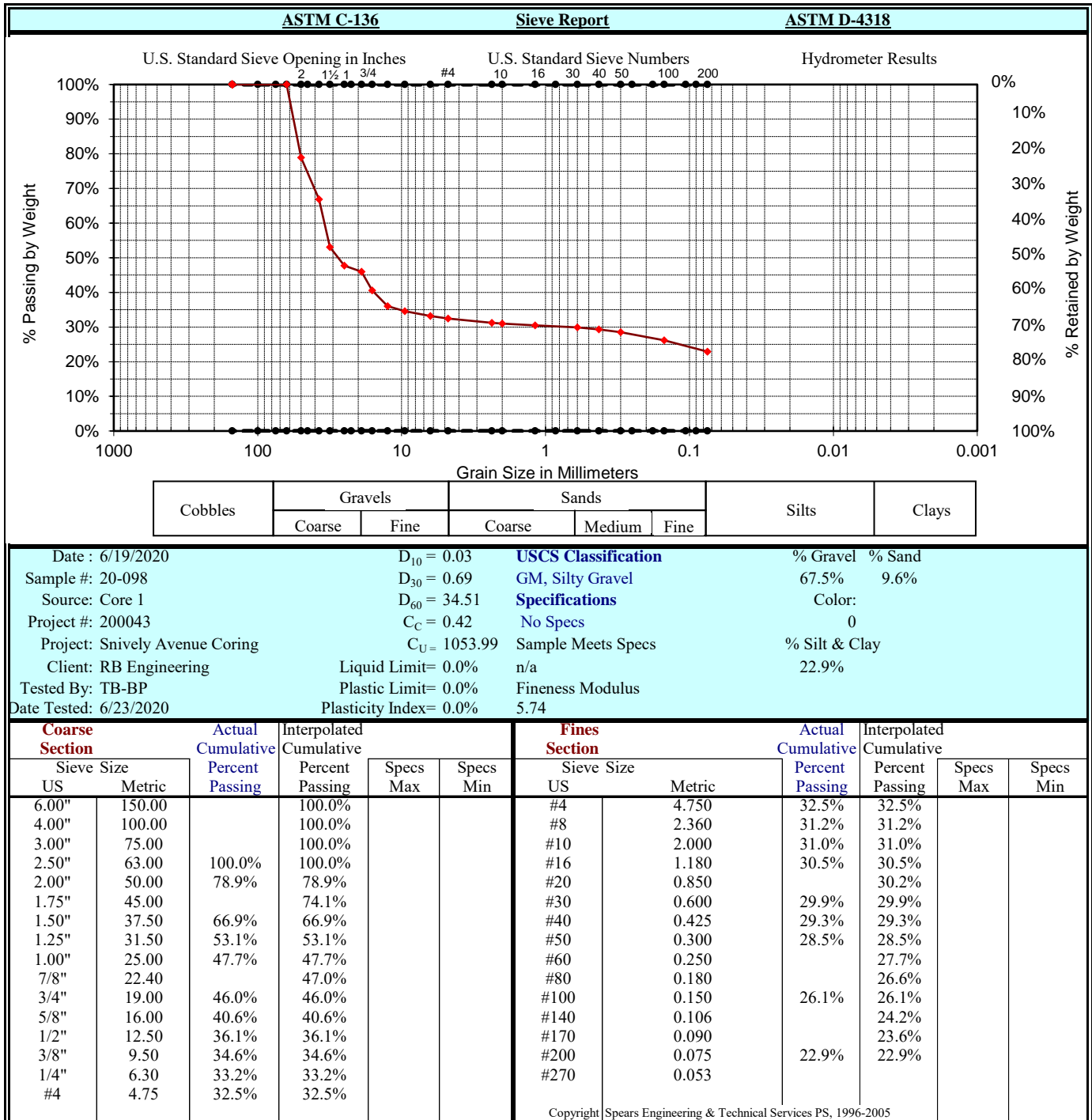
APPENDIX C

LABORATORY TESTING RESULTS

Pacific Testing Inspection Inc.

2417 Harrison Avenue, Centralia, WA 98531

Phone (360) 736-3922 Fax (360) 807-6022



Comments: _____

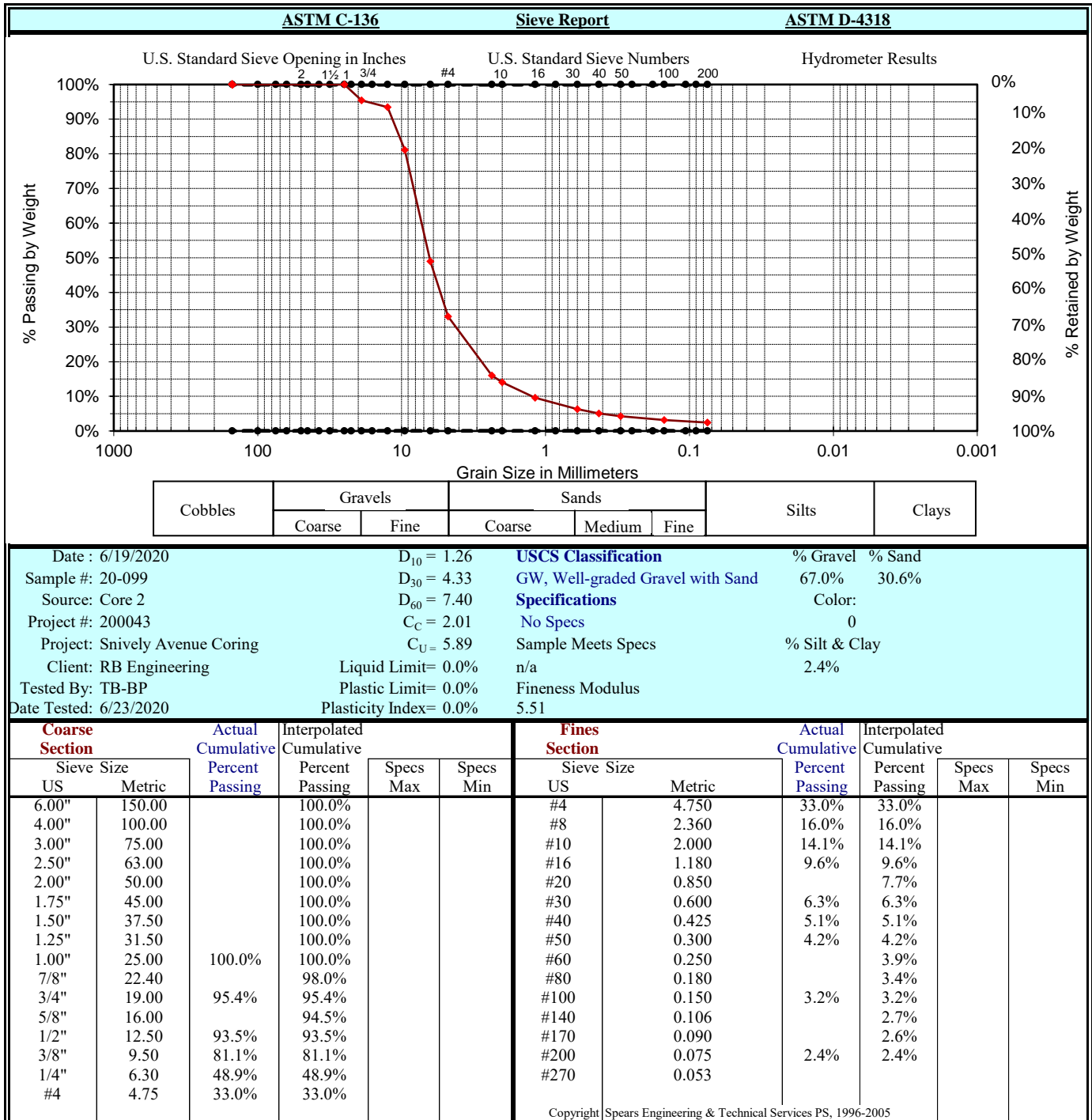
Reviewed by: Tim Barney, Lab Manager

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Comments: _____

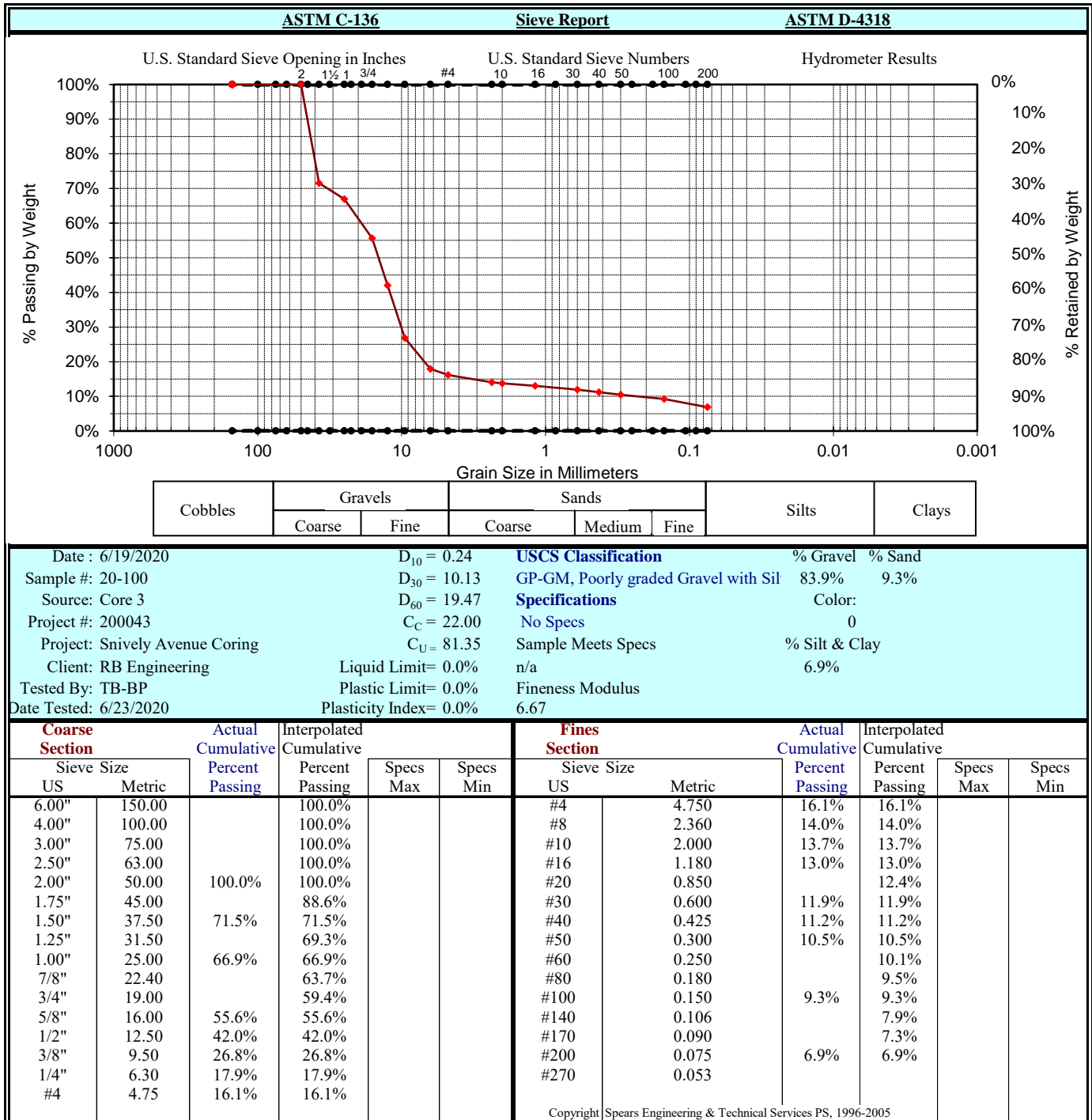
Reviewed by: Tim Barney, Lab Manager

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Comments: _____

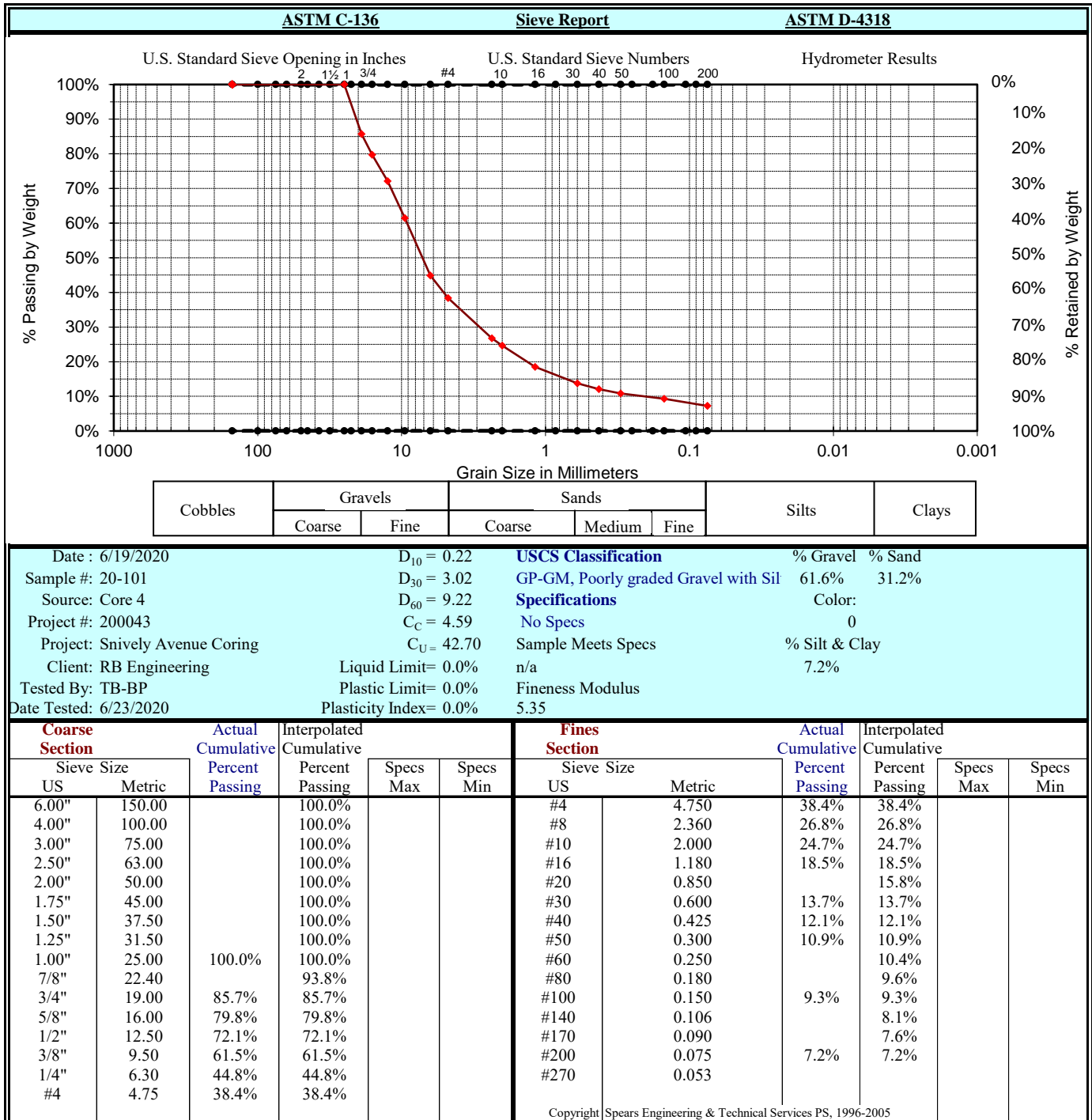
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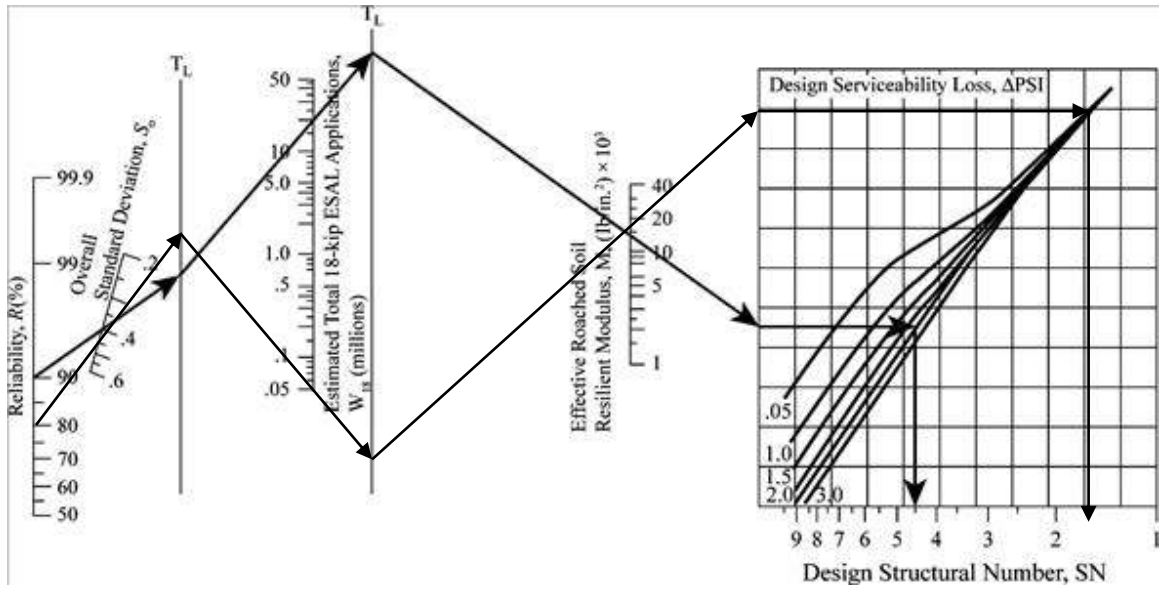


Comments: _____

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APPENDIX D
NOMOGRAPH



Snively Road and Utility Improvement Project – Section 10

Project Report

- 1. Stormwater Pollution Prevention Plan**
- 2. BNSF Utility Accommodation Policy**

SNIVELY ROAD AND UTILITY IMPROVMENT PROJECT - CONSTRUCTION SWPPP

All new development and redevelopment shall comply with Construction SWPPP Elements #1 through #12 outlined in the Manual. The project's SWPPP is a standalone document.

CONSTRUCTION SWPPP

All new development and redevelopment shall comply with Construction SWPPP Elements #1 through #12 listed below. The suggested BMPs underlined and in **bold** are proposed for use in all phases of construction. Copies of the details for each of the recommended BMPs are included.

Element 1: Mark Clearing Limits

- Prior to beginning land disturbing activities, including clearing and grading, clearly mark all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area. These shall be clearly marked, both in the field and on the plans, to prevent damage and offsite impacts.
- Plastic, metal, or stake wire fence may be used to mark the clearing limits.
- Suggested BMPs:

BMP C101: Preserving Natural Vegetation
BMP C102: Buffer Zones
BMP C103: High-Visibility Fence
BMP C233: Silt Fence

Element 2: Establish Construction Access

- Construction vehicle access and exit shall be limited to one route if possible, or two for linear projects such as roadways where one access is necessary for large equipment maneuvering.
- Access points shall be stabilized with quarry spall or crushed rock to minimize the tracking of sediment onto public roads.
- Wheel wash or tire baths should be located onsite, if applicable.
- Roads shall be cleaned thoroughly at the end of each day. Sediment shall be removed from roads by shoveling or pickup sweeping and shall be transported to a controlled sediment disposal area. Street washing will be allowed only after sediment is removed in this manner.
- Street wash wastewater shall be controlled by pumping back onsite or otherwise be prevented from discharging into systems tributary to state surface waters.

- Construction access restoration shall be equal to or better than the pre-construction condition.
- Suggested BMPs:
 - BMP C105: Stabilized Construction Access
 - BMP C106: Wheel Wash
 - BMP C107: Construction Road/Parking Area Stabilization

Element 3: Control Flow Rates

- Properties and waterways downstream from development sites shall be protected from erosion due to increases in the volume, velocity, and peak flow rate of stormwater runoff from the project site, as required by local plan approval authority.
- Downstream analysis is necessary if changes in offsite flows could impair or alter conveyance systems, streambanks, bed sediment, or aquatic habitat.
- Where necessary to comply with Minimum Requirement #7, stormwater detention facilities shall be constructed as one of the first steps in grading. Detention facilities shall be functional prior to construction of site improvements (e.g. impervious surfaces).
- Suggested BMPs:
 - BMP C203: Water Bars
 - BMP C207: Check Dams
 - BMP C209: Outlet Protection
 - BMP C235: Wattles
 - BMP C240: Sediment Trap
 - BMP C241: Sediment Pond (Temporary)
 - See *also*, V-12 Detention BMPs

Element 4: Install Sediment Controls

- The duff layer, native top soil, and natural vegetation shall be retained in an undisturbed state to the maximum extent practicable.
- Prior to leaving a construction site or prior to discharge to an infiltration facility, stormwater runoff from disturbed areas shall pass through a sediment pond or other appropriate sediment removal BMP. Runoff from fully stabilized areas may be discharged without a sediment removal BMP, but must meet the flow control performance standard of Element #3, bullet #1. Full stabilization means concrete or asphalt paving; quarry spalls used as ditch lining; or the use of rolled erosion products, a bonded fiber matrix product, or vegetative cover in a manner that will fully prevent soil erosion. The local permitting authority shall inspect and approve areas fully stabilized by means other than pavement or quarry spalls.
- BMPs intended to trap sediment on site shall be constructed as one of the first steps in grading. These BMPs shall be functional before other land disturbing activities take place.

- Earthen structures such as dams, dikes, and diversions shall be seeded and mulched according to the timing indicated in Element #5.
- BMPs intended to trap sediment on site must be located in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or drainages, often during non-storm events, in response to rain event changes in stream elevation or wetted area.
- Suggested BMPs
 - BMP C231: Brush Barrier
 - BMP C232: Gravel Filter Berm
 - BMP C233: Silt Fence
 - BMP C234: Vegetated Strip
 - BMP C235: Wattles
 - BMP C240: Sediment Trap
 - BMP C241: Sediment Pond (Temporary)
 - BMP C250: Construction Stormwater Chemical Treatment
 - BMP C251: Construction Stormwater Filtration

Element 5: Stabilize Soils

- Exposed and unworked soils shall be stabilized by application of effective BMPs that protect the soil from the erosive forces of raindrops, flowing water, and wind.
- From October 1 through April 30, no soils shall remain exposed and unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed and unworked for more than 7 days. This stabilization requirement applies to all soils on site, whether at final grade or not. These time limits may be adjusted by the local permitting authority if it can be shown that the average time between storm events justifies a different standard.
- Soils shall be stabilized at the end of the shift before a holiday or weekend if needed based on the weather forecast.
- Applicable practices include, but are not limited to, temporary and permanent seeding, sodding, mulching, plastic covering, erosion control fabrics and matting, soil application of polyacrylamide (PAM), the early application of gravel base on areas to be paved, and dust control.
- Selected soil stabilization measures shall be appropriate for the time of year, site conditions, estimated duration of use, and the water quality impacts that stabilization agents may have on downstream waters or ground water.
- Soil stockpiles must be stabilized and protected with sediment trapping measures.
- Linear construction activities such as right-of-way and easement clearing, roadway development, pipelines, and trenching for utilities, shall be conducted to meet the soil stabilization requirement. Contractors shall install the bedding materials, roadbeds, structures, pipelines, or utilities and re-stabilize the disturbed soils so that:
 - from October 1 through April 30 no soils shall remain exposed and unworked for more than 2 days and

- from May 1 to September 30, no soils shall remain exposed and unworked for more than 7 days.

- Suggested BMPs:

BMP C120: Temporary and Permanent Seeding

BMP C121: Mulching

BMP C122: Nets and Blankets

BMP C123: Plastic Covering

BMP C124: Sodding

BMP C125: Topsoiling / Composting

BMP C126: Polyacrylamide (PAM) for Soil Erosion Protection

BMP C130: Surface Roughening

BMP C131: Gradient Terraces

BMP C140: Dust Control

Element 6: Protect Slopes

- Design, construct, and phase cut and fill slopes in a manner that will minimize erosion.
- Consider soil type and its potential for erosion.
- Reduce slope runoff velocities by reducing continuous length of slope with terracing and diversions, reduce slope steepness, and roughen slope surface.
- Divert upslope drainage and run-on waters with interceptors at top of slope. Stormwater from off site should be handled separately from stormwater generated on the site. Diversion of offsite stormwater around the site may be a viable option. Diverted flows shall be redirected to the natural drainage location at or before the property boundary.
- Contain downslope collected flows in pipes, slope drains, or protected channels. Check dams shall be used within channels that are cut down a slope.
- Provide drainage to remove ground water intersecting the slope surface of exposed soil areas.
- Excavated material shall be placed on the uphill side of trenches, consistent with safety and space considerations.
- Stabilize soils on slopes, as specified in Element #5.
- Suggested BMPs

BMP C120: Temporary and Permanent Seeding

BMP C121: Mulching

BMP C122: Nets and Blankets

BMP C123: Plastic Covering

BMP C124: Sodding

BMP C130: Surface Roughening

BMP C131: Gradient Terraces

BMP C200: Interceptor Dike and Swale

- BMP C201: Grass-Lined Channels
- BMP C203: Water Bars
- BMP C204: Pipe Slope Drains
- BMP C205: Subsurface Drains
- BMP C206: Level Spreader
- BMP C207: Check Dams
- BMP C208: Triangular Silt Dike (TSD)

Element 7: Protect Drain Inlets

- Storm drain inlets operable during construction shall be protected so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment.
- Approach roads shall be kept clean. Sediment and street wash water shall not be allowed to enter storm drains without prior and adequate treatment unless treatment is provided before the storm drain discharges to waters of the state.
- Inlets should be inspected weekly at a minimum and daily during storm events. Inlet protection devices should be cleaned or removed and replaced before six inches of sediment can accumulate.
- Suggested BMPs:

BMP C220: Inlet Protection

Element 8: Stabilize Channels and Outlets

- Temporary onsite conveyance channels shall be designed, constructed, and stabilized to prevent erosion from the expected flow velocity of a 2-year, 24-hour frequency storm for the developed condition.
- Stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent streambanks, slopes, and downstream reaches shall be provided at the outlets of all conveyance systems.
- Suggested BMPs:

- BMP C122: Nets and Blankets
- BMP C202: Riprap Channel Lining
- BMP C207: Check Dams
- BMP C209: Outlet Protection

Element 9: Control Pollutants

- All pollutants, including waste materials and demolition debris, that occur on site during construction shall be handled and disposed of in a manner that does not cause contamination of stormwater. Woody debris may be chopped and spread on site.

- Cover, containment, and protection from vandalism shall be provided for all chemicals, liquid products, petroleum products, and non-inert wastes present on the site (see Chapter 173-304 WAC for the definition of inert waste).
- Maintenance and repair of heavy equipment and vehicles involving oil changes, hydraulic system drain down, solvent and de-greasing cleaning operations, fuel tank drain down and removal, and other activities which may result in discharge or spillage of pollutants to the ground or into stormwater runoff must be conducted using spill prevention measures, such as drip pans. Contaminated surfaces shall be cleaned immediately following any discharge or spill incident. Emergency repairs may be performed onsite using temporary plastic placed beneath and, if raining, over the vehicle.
- Wheel wash or tire bath wastewater shall be discharged to a separate onsite treatment system or to the sanitary sewer.
- Application of agricultural chemicals including fertilizers and pesticides shall be conducted in a manner and at application rate that will not result in loss of chemicals to stormwater runoff. Manufacturer recommendations for application rates and procedures shall be followed.
- BMPs shall be used to prevent or treat contamination of stormwater runoff by pH modifying sources. These sources include bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, waste streams generated from concrete grinding and sawing, exposed aggregate processes, and concrete pumping and mixer washout waters. Stormwater discharges shall not cause a violation of the water quality standard for pH in the receiving water.
- Suggested BMPs:

BMP C151: Concrete Handling

BMP C152: Sawcutting and Surfacing Pollution Prevention

BMP C153: Material Delivery, Storage, and Containment

BMP C154: Concrete Washout Area

BMP C250: Construction Stormwater Chemical Treatment

BMP C251: Construction Stormwater Filtration

BMP C252: Treating and Disposing of High pH Water

Also see, the Source Control BMPs detailed in Volume IV

Element 10: Control De-Watering

- Foundation, vault, and trench de-watering water shall be discharged into a controlled conveyance system prior to discharge to a sediment pond. Channels must be stabilized, as specified in Element #8.
- Clean, non-turbid de-watering water, such as well-point ground water, can be discharged to systems tributary to state surface waters, as specified in Element #8, provided the de-watering flow does not cause erosion or flooding of receiving waters. These clean waters should not be routed through stormwater sediment ponds.
- Highly turbid or contaminated dewatering water from construction equipment operation, clamshell digging, concrete tremie pour, or work inside a cofferdam shall be handled separately from stormwater.
- Other disposal options, depending on site constraints, may include:

1. infiltration,
 2. transport off site in vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters,
 3. onsite treatment using chemical treatment or other suitable treatment technologies,
 4. sanitary sewer discharge with local sewer district approval, or
 5. use of a sedimentation bag with outfall to a ditch or swale for small volumes of localized dewatering.
- Suggested BMPs:
 BMP C203: Water Bars
 BMP C236: Vegetative Filtration

Element 11: Maintain BMPs

- Temporary and permanent erosion and sediment control BMPs shall be maintained and repaired as needed to assure continued performance of their intended function. Maintenance and repair shall be conducted in accordance with BMPs.
- Sediment control BMPs shall be inspected weekly or after a runoff-producing storm event during the dry season and daily during the wet season. The inspection frequency for stabilized, inactive sites shall be determined by the local permitting authority based on the level of soil stability and potential for adverse environmental impacts.
- Temporary erosion and sediment control BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed. Trapped sediment shall be removed or stabilized on site. Disturbed soil resulting from removal of BMPs or vegetation shall be permanently stabilized.
- Suggested BMPs:
 BMP C150: Materials on Hand
BMP C160: Certified Erosion and Sediment Control Lead

Element 12: Manage the Project

- Phasing of Construction
 Development projects shall be phased where feasible in order to prevent, to the maximum extent practicable, the transport of sediment from the development site during construction. Revegetation of exposed areas and maintenance of that vegetation shall be an integral part of the clearing activities for any phase.
 Clearing and grading activities for development shall be permitted only if conducted pursuant to an approved site development plan (e.g., subdivision approval) that establishes permitted areas of clearing, grading, cutting, and filling. When establishing these permitted clearing and grading areas, consideration should be given to minimizing removal of existing trees and minimizing disturbance and compaction of native soils except as needed for

building purposes. These permitted clearing and grading areas and any other areas required to preserve critical or sensitive areas, buffers, native growth protection easements, or tree retention areas as may be required by local jurisdictions, shall be delineated on the site plans and the development site.

- Seasonal Work Limitations

From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted if shown to the satisfaction of the local permitting authority that the transport of sediment from the construction site to receiving waters will be prevented through a combination of the following:

1. Site conditions including existing vegetative coverage, slope, soil type, and proximity to receiving waters; and
2. Limitations on activities and the extent of disturbed areas; and
3. Proposed erosion and sediment control measures.

Based on the information provided and local weather conditions, the local permitting authority may expand or restrict the seasonal limitation on site disturbance. The local permitting authority shall take enforcement action - such as a notice of violation, administrative order, penalty, or stop-work order under the following circumstances:

- If, during the course of any construction activity or soil disturbance during the seasonal limitation period, sediment leaves the construction site causing a violation of the surface water quality standard; or
- If clearing and grading limits or erosion and sediment control measures shown in the approved plan are not maintained.

Local governments may restrict clearing and grading activities where site conditions may present a significant risk of impact to property or critical areas. Contact the local government permitting authority for information on specific site restrictions.

The following activities are exempt from the seasonal clearing and grading limitations:

1. Routine maintenance and necessary repair of erosion and sediment control BMPs,
2. Routine maintenance of public facilities or existing utility structures that do not expose the soil or result in the removal of the vegetative cover to soil, and
3. Activities where there is one hundred percent infiltration of surface water runoff within the site in approved and installed erosion and sediment control facilities.

- Coordination with Utilities and Other Contractors

The primary project proponent shall evaluate, with input from utilities and other contractors, the stormwater management requirements for the entire project, including the utilities, when preparing the Construction SWPPP.

- Inspection and Monitoring

All BMPs shall be inspected, maintained, and repaired as needed to assure continued performance of their intended function.

A certified professional in erosion and sediment control shall be identified in the Construction SWPPP and shall be onsite or on-call at all times.

Sampling and analysis of the stormwater discharges from a construction site may be necessary on a case-by-case basis to ensure compliance with standards. The local permitting authority may establish monitoring and reporting requirements when necessary.

Whenever inspection and/or monitoring reveals that the BMPs identified in the Construction SWPPP are inadequate, due to the actual discharge of or potential to discharge a significant amount of any pollutant, the SWPPP shall be modified, as appropriate, in a timely manner.

- Maintenance of the Construction SWPPP

The Construction SWPPP shall be retained onsite or within reasonable access to the site. The Construction SWPPP shall be modified whenever there is a significant change in the design, construction, operation, or maintenance of any BMP.

- Suggested BMPs:

BMP C150: Materials on Hand

BMP C160: Certified Erosion and Sediment Control Lead

BMP C162: Scheduling

Element #13: Protect Low Impact Development BMPs

Municipal Stormwater Permits Requirements

Protect all Bioretention and Rain Garden BMPs from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the Bioretention and/or Rain Garden BMPs. Restore the BMP so their fully functioning condition if they accumulate sediment during construction. Re-storing the BMP must include removal of sediment and any sediment-laden Bioretention/rain garden soils, and replacing the removed soils with soils meeting the design specification.

Prevent compacting Bioretention and rain garden BMPs by excluding construction equipment and foot traffic. Protect completed lawn and landscaped areas from compaction due to construction equipment.

Control erosion and avoid introducing sediment from surrounding land uses onto permeable pavements. Do not allow muddy construction equipment on the base material or pavement. Do not allow sediment-laden runoff onto permeable pavements.

Pavements fouled with sediments or no longer passing an initial infiltration test must be cleaned using procedures from the local stormwater manual or the manufacturer's procedures.

Keep all heavy equipment off existing soils under LID facilities that have been excavated to final grade to retain the infiltration rate of the soils.

Additional Guidance

See Chapter 5: Precision Site Preparation, Construction & Inspection of LID Facilities in the LID Technical Guidance Manual for Puget Sound (2012) for more detail on protecting LID integrated management practices.

Note that the LID Technical Guidance Manual for Puget Sound (2012) is for additional informational purposes only. You must follow the guidance within this manual if there are any discrepancies between this manual and the LID Technical Guidance Manual for Puget Sound (2012).

- Suggested BMPs:

BMP C102: Buffer Zones

BMP C103: High-Visibility Fence

BMP C200: Interceptor Dike and Swale

BMP C201: Grass-Lined Channels

BMP C207: Check Dams

BMP C208: Triangular Silt Dike (TSD)

BMP C231: Brush Barrier

BMP C233: Silt Fence

BMP C234: Vegetated Strip

Project Specific Construction BMPs

List the suggested BMPs underlined and in **bold** from above. Insert copies of the details next.

BMP C123: Plastic Covering
BMP C140: Dust Control
BMP C151: Concrete Handling
BMP C152: Sawcutting and Surfacing Pollution Prevention
BMP C153: Material Delivery, Storage, and Containment
BMP C154: Concrete Washout Area
BMP C160: Certified Erosion and Sediment Control Lead
BMP C220: Inlet Protection

BMP C123: Plastic Covering

Purpose

Plastic covering provides immediate, short-term erosion protection to slopes and disturbed areas.

Conditions of Use

Plastic covering may be used on disturbed areas that require cover measures for less than 30 days, except as stated below.

- Plastic is particularly useful for protecting cut and fill slopes and stockpiles. However, the relatively rapid breakdown of most polyethylene sheeting makes it unsuitable for applications greater than six months.
- Due to rapid runoff caused by plastic covering, do not use this method upslope of areas that might be adversely impacted by concentrated runoff. Such areas include steep and/or unstable slopes.
- Plastic sheeting may result in increased runoff volumes and velocities, requiring additional on-site measures to counteract the increases. Creating a trough with wattles or other material can convey clean water away from these areas.
- To prevent undercutting, trench and backfill rolled plastic covering products.
- Although the plastic material is inexpensive to purchase, the cost of installation, maintenance, removal, and disposal add to the total costs of this BMP.
- Whenever plastic is used to protect slopes, install water collection measures at the base of the slope. These measures include plastic-covered berms, channels, and pipes used to convey clean rainwater away from bare soil and disturbed areas. Do not mix clean runoff from a plastic covered slope with dirty runoff from a project.
- Other uses for plastic include:
 - Temporary ditchliner.
 - Pond liner in temporary sediment pond.
 - Liner for bermed temporary fuel storage area if plastic is not reactive to the type of fuel being stored.
 - Emergency slope protection during heavy rains.
 - Temporary drainpipe (“elephant trunk”) used to direct water.

Design and Installation Specifications

- Plastic slope cover must be installed as follows:
 1. Run plastic up and down the slope, not across the slope.

2. Plastic may be installed perpendicular to a slope if the slope length is less than 10 feet.
 3. Provide a minimum of 8-inch overlap at the seams.
 4. On long or wide slopes, or slopes subject to wind, tape all seams.
 5. Place plastic into a small (12-inch wide by 6-inch deep) slot trench at the top of the slope and backfill with soil to keep water from flowing underneath.
 6. Place sand filled burlap or geotextile bags every 3 to 6 feet along seams and tie them together with twine to hold them in place.
 7. Inspect plastic for rips, tears, and open seams regularly and repair immediately. This prevents high velocity runoff from contacting bare soil, which causes extreme erosion.
 8. Sandbags may be lowered into place tied to ropes. However, all sandbags must be staked in place.
- Plastic sheeting shall have a minimum thickness of 0.06 millimeters.
 - If erosion at the toe of a slope is likely, a gravel berm, riprap, or other suitable protection shall be installed at the toe of the slope in order to reduce the velocity of runoff.

Maintenance Standards

- Torn sheets must be replaced and open seams repaired.
- Completely remove and replace the plastic if it begins to deteriorate due to ultraviolet radiation.
- Completely remove plastic when no longer needed.
- Dispose of old tires used to weight down plastic sheeting appropriately.

Approved as Functionally Equivalent

Ecology has approved products as able to meet the requirements of this BMP. The products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. Local jurisdictions may choose not to accept these products, or may require additional testing prior to consideration for local use. Products that Ecology has approved as functionally equivalent are available for review on Ecology's website at:

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Emerging-stormwater-treatment-technologies>

BMP C140: Dust Control

Purpose

Dust control prevents wind transport of dust from disturbed soil surfaces onto roadways, drainage ways, and surface waters.

Conditions of Use

Use dust control in areas (including roadways) subject to surface and air movement of dust where on-site or off-site impacts to roadways, drainage ways, or surface waters are likely.

Design and Installation Specifications

- Vegetate or mulch areas that will not receive vehicle traffic. In areas where planting, mulching, or paving is impractical, apply gravel or landscaping rock.
- Limit dust generation by clearing only those areas where immediate activity will take place, leaving the remaining area(s) in the original condition. Maintain the original ground cover as long as practical.
- Construct natural or artificial windbreaks or windscreens. These may be designed as enclosures for small dust sources.
- Sprinkle the site with water until the surface is wet. Repeat as needed. To prevent carryout of mud onto the street, refer to [BMP C105: Stabilized Construction Access](#) and [BMP C106: Wheel Wash](#).
- Irrigation water can be used for dust control. Irrigation systems should be installed as a first step on sites where dust control is a concern.
- Spray exposed soil areas with a dust palliative, following the manufacturer's instructions and cautions regarding handling and application. Used oil is prohibited from use as a dust suppressant. Local governments may approve other dust palliatives such as calcium chloride or PAM.
- PAM ([BMP C126: Polyacrylamide \(PAM\) for Soil Erosion Protection](#)) added to water at a rate of 0.5 pounds per 1,000 gallons of water per acre and applied from a water truck is more effective than water alone. This is due to increased infiltration of water into the soil and reduced evaporation. In addition, small soil particles are bonded together and are not as easily transported by wind. Adding PAM may reduce the quantity of water needed for dust control. Note that the application rate specified here applies to this BMP, and is not the same application rate that is specified in [BMP C126: Polyacrylamide \(PAM\) for Soil Erosion Protection](#), but the downstream protections still apply.

Refer to [BMP C126: Polyacrylamide \(PAM\) for Soil Erosion Protection](#) for conditions of use. PAM shall not be directly applied to water or allowed to enter a water body.

- Contact your local Air Pollution Control Authority for guidance and training on other dust con-

trol measures. Compliance with the local Air Pollution Control Authority constitutes compliance with this BMP.

- Use vacuum street sweepers.
- Remove mud and other dirt promptly so it does not dry and then turn into dust.
- Techniques that can be used for unpaved roads and lots include:
 - Lower speed limits. High vehicle speed increases the amount of dust stirred up from unpaved roads and lots.
 - Upgrade the road surface strength by improving particle size, shape, and mineral types that make up the surface and base materials.
 - Add surface gravel to reduce the source of dust emission. Limit the amount of fine particles (those smaller than .075 mm) to 10 to 20 percent.
 - Use geotextile fabrics to increase the strength of new roads or roads undergoing reconstruction.
 - Encourage the use of alternate, paved routes, if available.
 - Apply chemical dust suppressants using the admix method, blending the product with the top few inches of surface material. Suppressants may also be applied as surface treatments.
 - Limit dust-causing work on windy days.
 - Pave unpaved permanent roads and other trafficked areas.

Maintenance Standards

Respray area as necessary to keep dust to a minimum.

BMP C151: Concrete Handling

Purpose

Concrete work can generate process water and slurry that contain fine particles and high pH, both of which can violate water quality standards in the receiving water. Concrete spillage or concrete discharge to waters of the State is prohibited. Use this BMP to minimize and eliminate concrete, concrete process water, and concrete slurry from entering waters of the State.

Conditions of Use

Any time concrete is used, utilize these management practices. Concrete construction project components include, but are not limited to:

- Curbs
- Sidewalks
- Roads
- Bridges
- Foundations
- Floors
- Runways

Disposal options for concrete, in order of preference are:

1. Off-site disposal
2. Concrete wash-out areas (see [BMP C154: Concrete Washout Area](#))
3. De minimus washout to formed areas awaiting concrete

Design and Installation Specifications

- Wash concrete truck drums at an approved off-site location or in designated concrete washout areas only. Do not wash out concrete trucks onto the ground (including formed areas awaiting concrete), or into storm drains, open ditches, streets, or streams. Refer to [BMP C154: Concrete Washout Area](#) for information on concrete washout areas.
 - Return unused concrete remaining in the truck and pump to the originating batch plant for recycling. Do not dump excess concrete on site, except in designated concrete washout areas as allowed in [BMP C154: Concrete Washout Area](#).
- Wash small concrete handling equipment (e.g. hand tools, screeds, shovels, rakes, floats, trowels, and wheelbarrows) into designated concrete washout areas or into formed areas awaiting concrete pour.
- At no time shall concrete be washed off into the footprint of an area where an infiltration fea-

ture will be installed.

- Wash equipment difficult to move, such as concrete paving machines, in areas that do not directly drain to natural or constructed stormwater conveyance or potential infiltration areas.
- Do not allow washwater from areas, such as concrete aggregate driveways, to drain directly (without detention or treatment) to natural or constructed stormwater conveyances.
- Contain washwater and leftover product in a lined container when no designated concrete washout areas (or formed areas, allowed as described above) are available. Dispose of contained concrete and concrete washwater (process water) properly.
- Always use forms or solid barriers for concrete pours, such as pilings, within 15-feet of surface waters.
- Refer to [BMP C252: Treating and Disposing of High pH Water](#) for pH adjustment requirements.
- Refer to the Construction Stormwater General Permit (CSWGP) for pH monitoring requirements if the project involves one of the following activities:
 - Significant concrete work (as defined in the CSWGP).
 - The use of soils amended with (but not limited to) Portland cement-treated base, cement kiln dust or fly ash.
 - Discharging stormwater to segments of water bodies on the 303(d) list (Category 5) for high pH.

Maintenance Standards

Check containers for holes in the liner daily during concrete pours and repair the same day.

BMP C152: Sawcutting and Surfacing Pollution Prevention

Purpose

Sawcutting and surfacing operations generate slurry and process water that contains fine particles and high pH (concrete cutting), both of which can violate the water quality standards in the receiving water. Concrete spillage or concrete discharge to waters of the State is prohibited. Use this BMP to minimize and eliminate process water and slurry created through sawcutting or surfacing from entering waters of the State.

Conditions of Use

Utilize these management practices anytime sawcutting or surfacing operations take place. Sawcutting and surfacing operations include, but are not limited to:

- Sawing
- Coring
- Grinding
- Roughening
- Hydro-demolition
- Bridge and road surfacing

Design and Installation Specifications

- Vacuum slurry and cuttings during cutting and surfacing operations.
- Slurry and cuttings shall not remain on permanent concrete or asphalt pavement overnight.
- Slurry and cuttings shall not drain to any natural or constructed drainage conveyance including stormwater systems. This may require temporarily blocking catch basins.
- Dispose of collected slurry and cuttings in a manner that does not violate ground water or surface water quality standards.
- Do not allow process water generated during hydro-demolition, surface roughening or similar operations to drain to any natural or constructed drainage conveyance including stormwater systems. Dispose of process water in a manner that does not violate ground water or surface water quality standards.
- Handle and dispose of cleaning waste material and demolition debris in a manner that does not cause contamination of water. Dispose of sweeping material from a pick-up sweeper at an appropriate disposal site.

Maintenance Standards

Continually monitor operations to determine whether slurry, cuttings, or process water could enter waters of the state. If inspections show that a violation of water quality standards could occur, stop operations and immediately implement preventive measures such as berms, barriers, secondary containment, and/or vacuumtrucks.

BMP C153: Material Delivery, Storage, and Containment

Purpose

Prevent, reduce, or eliminate the discharge of pollutants to the stormwater system or watercourses from material delivery and storage. Minimize the storage of hazardous materials on-site, store materials in a designated area, and install secondary containment.

Conditions of Use

Use at construction sites with delivery and storage of the following materials:

- Petroleum products such as fuel, oil and grease
- Soil stabilizers and binders (e.g., Polyacrylamide)
- Fertilizers, pesticides and herbicides
- Detergents
- Asphalt and concrete compounds
- Hazardous chemicals such as acids, lime, adhesives, paints, solvents, and curing compounds
- Any other material that may be detrimental if released to the environment

Design and Installation Specifications

- The temporary storage area should be located away from vehicular traffic, near the construction entrance(s), and away from waterways or storm drains.
- Safety Data Sheets (SDS) should be supplied for all materials stored. Chemicals should be kept in their original labeled containers.
- Hazardous material storage on-site should be minimized.
- Hazardous materials should be handled as infrequently as possible.
- During the wet weather season (Oct 1 – April 30), consider storing materials in a covered area.
- Materials should be stored in secondary containments, such as an earthen dike, horse trough, or even a children’s wading pool for non-reactive materials such as detergents, oil, grease, and paints. Small amounts of material may be secondarily contained in “bus boy” trays or concrete mixingtrays.
- Do not store chemicals, drums, or bagged materials directly on the ground. Place these items on a pallet and, when possible, within secondary containment.
- If drums must be kept uncovered, store them at a slight angle to reduce ponding of rainwater

on the lids to reduce corrosion. Domed plastic covers are inexpensive and snap to the top of drums, preventing water from collecting.

- Liquids, petroleum products, and substances listed in 40 CFR Parts 110, 117, or 302 shall be stored in approved containers and drums and shall not be overfilled. Containers and drums shall be stored in temporary secondary containment facilities.
- Temporary secondary containment facilities shall provide for a spill containment volume able to contain 10% of the total enclosed container volume of all containers, or 110% of the capacity of the largest container within its boundary, whichever is greater.
- Secondary containment facilities shall be impervious to the materials stored therein for a minimum contact time of 72 hours.
- Sufficient separation should be provided between stored containers to allow for spill cleanup and emergency response access.
- During the wet weather season (Oct 1 – April 30), each secondary containment facility shall be covered during non-working days, prior to and during rain events.
- Keep material storage areas clean, organized and equipped with an ample supply of appropriate spill clean-up material (spill kit).
- The spill kit should include, at a minimum:
 - 1-Water Resistant Nylon Bag
 - 3-Oil Absorbent Socks 3"x 4'
 - 2-Oil Absorbent Socks 3"x 10'
 - 12-Oil Absorbent Pads 17"x19"
 - 1-Pair Splash Resistant Goggles
 - 3-Pair Nitrile Gloves
 - 10-Disposable Bags with Ties
 - Instructions

Maintenance Standards

- Secondary containment facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills shall be collected and placed into drums. These liquids shall be handled as hazardous waste unless testing determines them to be non-hazardous.
- Re-stock spill kit materials as needed.

BMP C154: Concrete Washout Area

Purpose

Prevent or reduce the discharge of pollutants from concrete waste to stormwater by conducting washout off-site, or performing on-site washout in a designated area.

Conditions of Use

Concrete washout areas are implemented on construction projects where:

- Concrete is used as a construction material
- It is not possible to dispose of all concrete wastewater and washout off-site (ready mix plant, etc.).
- Concrete truck drums are washed on-site.

Note that auxiliary concrete truck components (e.g. chutes and hoses) and small concrete handling equipment (e.g. hand tools, screeds, shovels, rakes, floats, trowels, and wheel- barrows) may be washed into formed areas awaiting concrete pour.

At no time shall concrete be washed off into the footprint of an area where an infiltration feature will be installed.

Design and Installation Specifications

Implementation

- Perform washout of concrete truck drums at an approved off-site location or in designated concrete washout areas only.
- Do not wash out concrete onto non-formed areas, or into storm drains, open ditches, streets, or streams.
- Wash equipment difficult to move, such as concrete paving machines, in areas that do not directly drain to natural or constructed stormwater conveyance or potential infiltration areas.
- Do not allow excess concrete to be dumped on-site, except in designated concrete washout areas as allowed above.
- Concrete washout areas may be prefabricated concrete washout containers, or self-installed structures (above-grade or below-grade).
- Prefabricated containers are most resistant to damage and protect against spills and leaks. Companies may offer delivery service and provide regular maintenance and disposal of solid and liquid waste.
- If self-installed concrete washout areas are used, below-grade structures are preferred over

above-grade structures because they are less prone to spills and leaks.

- Self-installed above-grade structures should only be used if excavation is not practical.
- Concrete washout areas shall be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.

Education

- Discuss the concrete management techniques described in this BMP with the ready-mix concrete supplier before any deliveries are made.
- Educate employees and subcontractors on the concrete waste management techniques described in this BMP.
- Arrange for the contractor's superintendent or Certified Erosion and Sediment Control Lead (CESCL) to oversee and enforce concrete waste management procedures.
- A sign should be installed adjacent to each concrete washout area to inform concrete equipment operators to utilize the proper facilities.

Contracts

Incorporate requirements for concrete waste management into concrete supplier and subcontractor agreements.

Location and Placement

- Locate concrete washout areas at least 50 feet from sensitive areas such as storm drains, open ditches, water bodies, or wetlands.
- Allow convenient access to the concrete washout area for concrete trucks, preferably near the area where the concrete is being poured.
- If trucks need to leave a paved area to access the concrete washout area, prevent track-out with a pad of rock or quarry spalls (see [BMP C105: Stabilized Construction Access](#)). These areas should be far enough away from other construction traffic to reduce the likelihood of accidental damage and spills.
- The number of concrete washout areas you install should depend on the expected demand for storage capacity.
- On large sites with extensive concrete work, concrete washout areas should be placed in multiple locations for ease of use by concrete truck drivers.

Concrete Truck Washout Procedures

- Washout of concrete truck drums shall be performed in designated concrete washout areas only.

- Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated concrete washout areas or properly disposed of off-site.

Concrete Washout Area Installation

- Concrete washout areas should be constructed as shown in the figures below, with a recommended minimum length and minimum width of 10 ft, but with sufficient quantity and volume to contain all liquid and concrete waste generated by washout operations.
- Plastic lining material should be a minimum of 10 mil polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.
- Lath and flagging should be commercial type.
- Liner seams shall be installed in accordance with manufacturers' recommendations.
- Soil base shall be prepared free of rocks or other debris that may cause tears or holes in the plastic lining material.

Maintenance Standards

Inspection and Maintenance

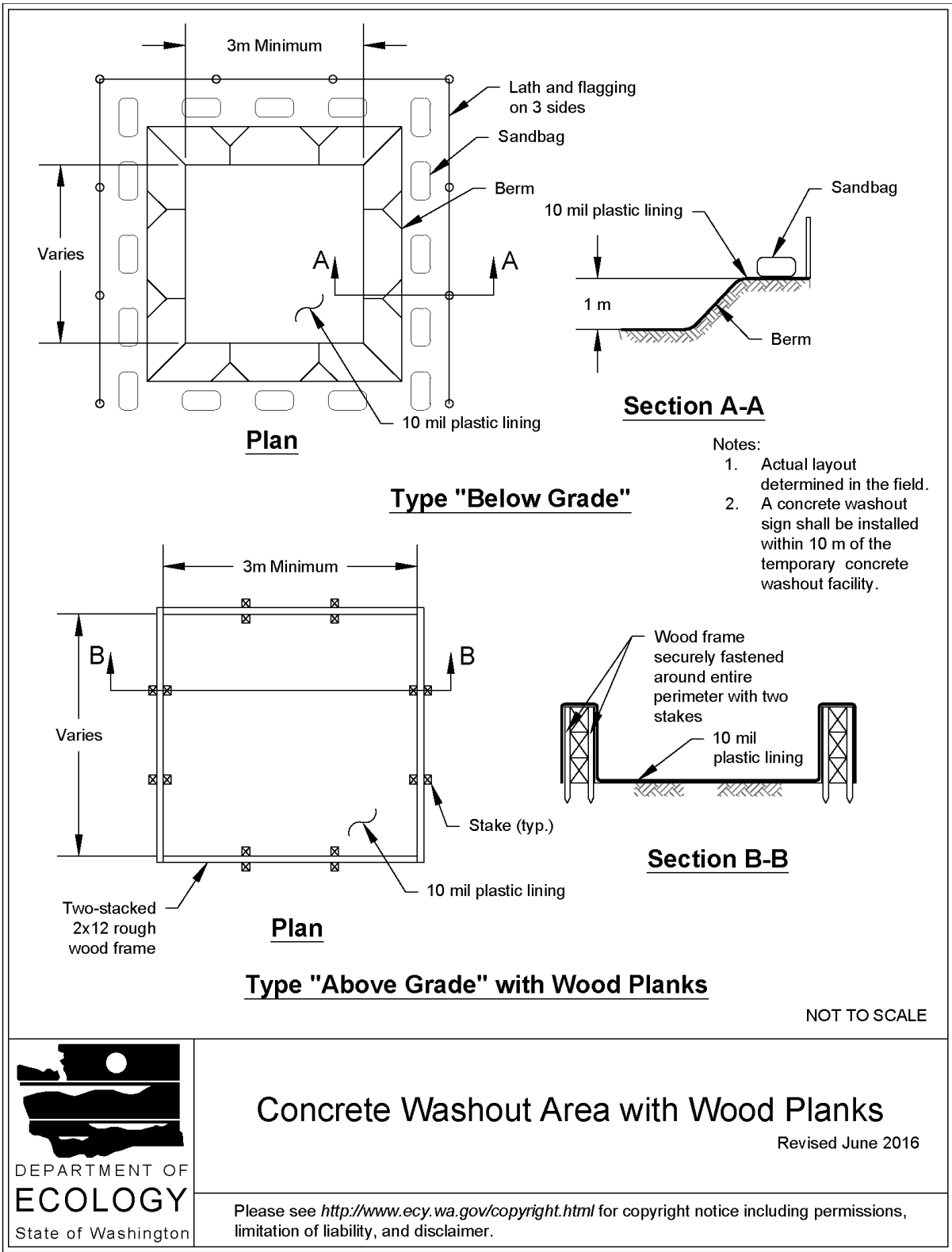
- Inspect and verify that concrete washout areas are in place prior to the commencement of concrete work.
- Once concrete wastes are washed into the designated washout area and allowed to harden, the concrete should be broken up, removed, and disposed of per applicable solid waste regulations. Dispose of hardened concrete on a regular basis.
- During periods of concrete work, inspect the concrete washout areas daily to verify continued performance.
 - Check overall condition and performance.
 - Check remaining capacity (% full).
 - If using self-installed concrete washout areas, verify plastic liners are intact and side-walls are not damaged.
 - If using prefabricated containers, check for leaks.
- Maintain the concrete washout areas to provide adequate holding capacity with a minimum freeboard of 12 inches.
- Concrete washout areas must be cleaned, or new concrete washout areas must be constructed and ready for use once the concrete washout area is 75% full.
- If the concrete washout area is nearing capacity, vacuum and dispose of the waste material in an approved manner.

- Do not discharge liquid or slurry to waterways, storm drains or directly onto ground.
 - Do not discharge to the sanitary sewer without local approval.
 - Place a secure, non-collapsing, non-water collecting cover over the concrete washout area prior to predicted wet weather to prevent accumulation and overflow of precipitation.
 - Remove and dispose of hardened concrete and return the structure to a functional condition. Concrete may be reused on-site or hauled away for disposal or recycling.
- When you remove materials from a self-installed concrete washout area, build a new structure; or, if the previous structure is still intact, inspect for signs of weakening or damage, and make any necessary repairs. Re-line the structure with new plastic after each cleaning.

Removal of Concrete Washout Areas

- When concrete washout areas are no longer required for the work, the hardened concrete, slurries and liquids shall be removed and properly disposed of.
- Materials used to construct concrete washout areas shall be removed from the site of the work and disposed of or recycled.
- Holes, depressions or other ground disturbance caused by the removal of the concrete washout areas shall be backfilled, repaired, and stabilized to prevent erosion.

Figure II-3.7: Concrete Washout Area with Wood Planks

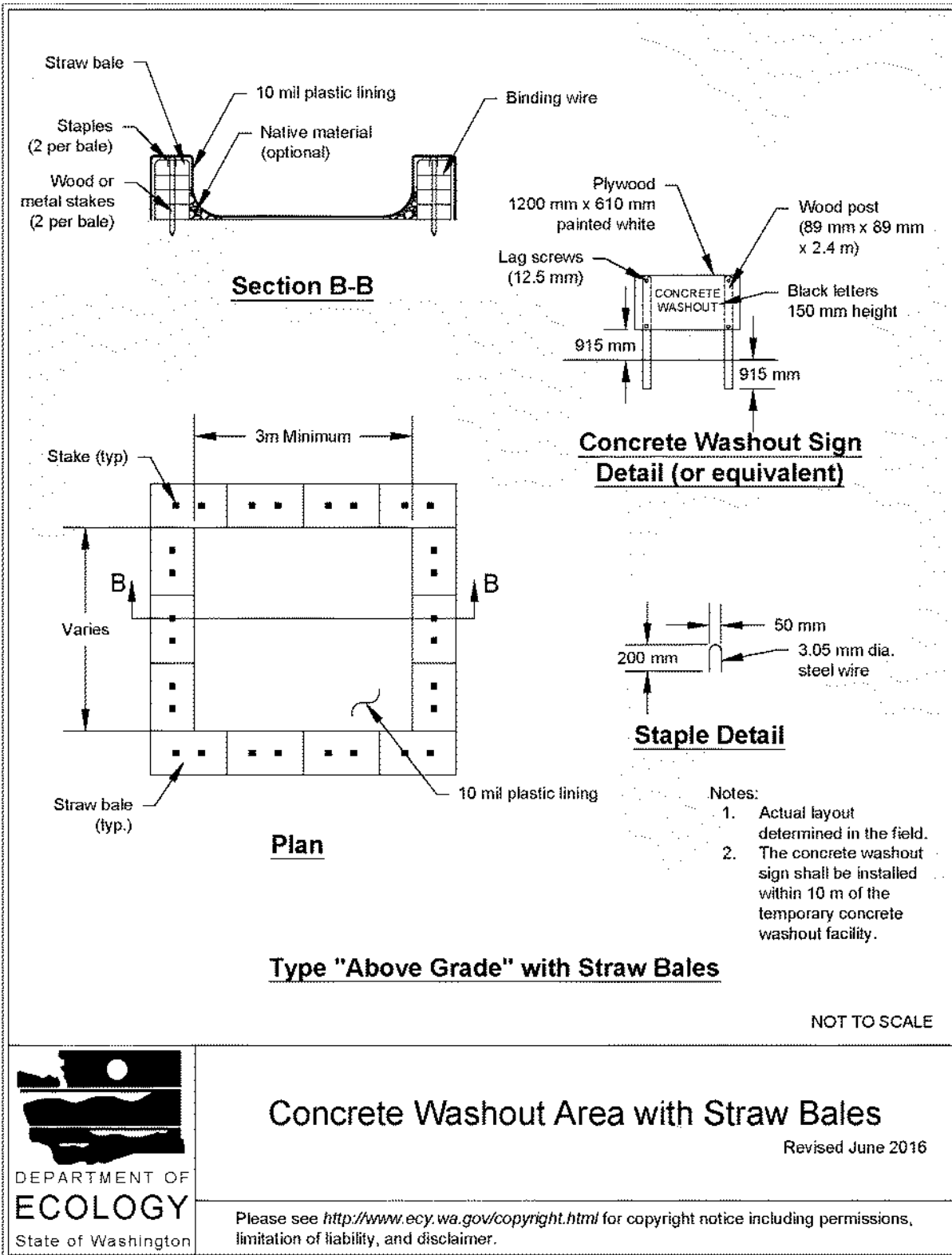


Concrete Washout Area with Wood Planks

Revised June 2016

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Figure II-3.8: Concrete Washout Area with Straw Bales

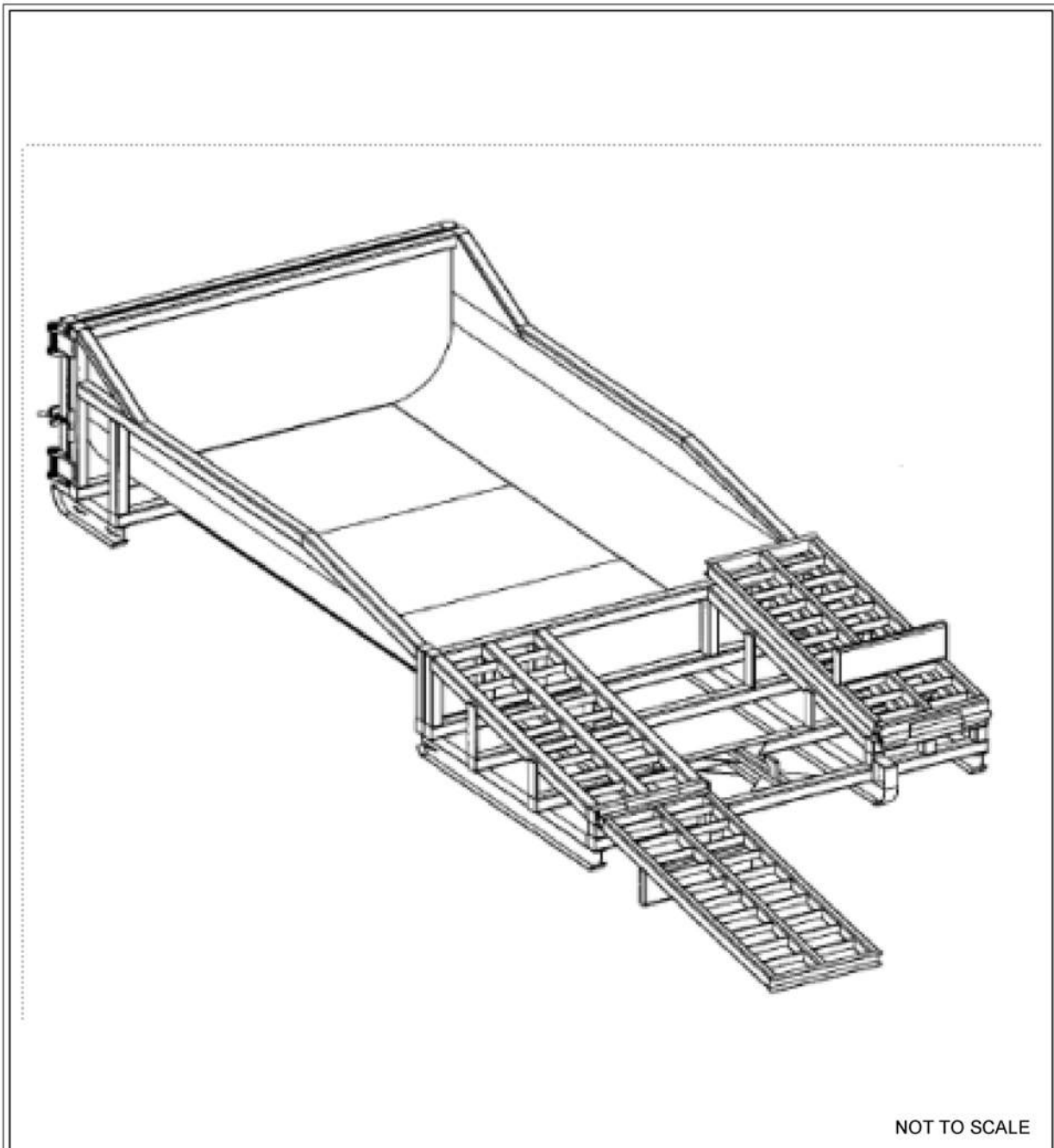


Concrete Washout Area with Straw Bales

Revised June 2016

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Figure II-3.9: Prefabricated Concrete Washout Container w/Ramp



Prefabricated Concrete Washout Container w/Ramp

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BMP C160: Certified Erosion and Sediment Control Lead

Purpose

The project proponent designates at least one person as the responsible representative in charge of erosion and sediment control (ESC), and water quality protection. The designated person shall be responsible for ensuring compliance with all local, state, and federal erosion and sediment control and water quality requirements. Construction sites one acre or larger that discharge to waters of the State must designate a Certified Erosion and Sediment Control Lead (CESCL) as the responsible representative.

Conditions of Use

A CESCL shall be made available on projects one acre or larger that discharge stormwater to surface waters of the state. Sites less than one acre may have a person without CESCL certification conduct inspections.

The CESCL shall:

- Have a current certificate proving attendance in an erosion and sediment control training course that meets the minimum ESC training and certification requirements established by Ecology.

Ecology has provided the minimum requirements for CESCL course training, as well as a list of ESC training and certification providers at:

<https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Certified-erosion-sed-iment-control>

OR

- Be a Certified Professional in Erosion and Sediment Control (CPESC). For additional information go to:

<http://www.envirocertintl.org/cpesc/>

Specifications

- CESCL certification shall remain valid for three years.
- The CESCL shall have authority to act on behalf of the contractor or project proponent and shall be available, or on-call, 24 hours per day throughout the period of construction.
- The Construction SWPPP shall include the name, telephone number, fax number, and address of the designated CESCL. See [II-2 Construction Stormwater Pollution Prevention Plans \(Construction SWPPPs\)](#).
- A CESCL may provide inspection and compliance services for multiple construction projects

in the same geographic region, but must be on site whenever earthwork activities are

occurring that could generate release of turbid water.

- Duties and responsibilities of the CESCL shall include, but are not limited to the following:
 - Maintaining a permit file on site at all times which includes the Construction SWPPP and any associated permits and plans.
 - Directing BMP installation, inspection, maintenance, modification, and removal.
 - Updating all project drawings and the Construction SWPPP with changes made.
 - Completing any sampling requirements including reporting results using electronic Discharge Monitoring Reports (WebDMR).
 - Facilitate, participate in, and take corrective actions resulting from inspections performed by outside agencies or the owner.
 - Keeping daily logs, and inspection reports. Inspection reports should include:
 - Inspection date/time.
 - Weather information; general conditions during inspection and approximate amount of precipitation since the last inspection.
 - Visual monitoring results, including a description of discharged stormwater. The presence of suspended sediment, turbid water, discoloration, and oil sheen shall be noted, as applicable.
 - Any water quality monitoring performed during inspection.
 - General comments and notes, including a brief description of any BMP repairs, maintenance or installations made as a result of the inspection.
 - A summary or list of all BMPs implemented, including observations of all erosion/sediment control structures or practices. The following shall be noted:
 1. Locations of BMPs inspected.
 2. Locations of BMPs that need maintenance.
 3. Locations of BMPs that failed to operate as designed or intended.
 4. Locations of where additional or different BMPs are required.

BMP C220: Inlet Protection

Purpose

Inlet protection prevents coarse sediment from entering drainage systems prior to permanent stabilization of the disturbed area.

Conditions of Use

Use inlet protection at inlets that are operational before permanent stabilization of the disturbed areas that contribute runoff to the inlet. Provide protection for all storm drain inlets downslope and within 500 feet of a disturbed or construction area, unless those inlets are preceded by a sediment trapping BMP.

Also consider inlet protection for lawn and yard drains on new home construction. These small and numerous drains coupled with lack of gutters can add significant amounts of sediment into the roof drain system. If possible, delay installing lawn and yard drains until just before landscaping, or cap these drains to prevent sediment from entering the system until completion of landscaping. Provide 18-inches of sod around each finished lawn and yard drain.

[Table II-3.10: Storm Drain Inlet Protection](#) lists several options for inlet protection. All of the methods for inlet protection tend to plug and require a high frequency of maintenance. Limit contributing drainage areas for an individual inlet to one acre or less. If possible, provide emergency overflows with additional end-of-pipe treatment where stormwater ponding would cause a hazard.

Table II-3.10: Storm Drain Inlet Protection

Type of Inlet Protection	Emergency Overflow	Applicable for Paved/ Earthen Surfaces	Conditions of Use
Drop Inlet Protection			
Excavated drop inlet protection	Yes, temporary flooding may occur	Earthen	Applicable for heavy flows. Easy to maintain. Large area requirement: 30'x30'/acre
Block and gravel drop inlet protection	Yes	Paved or Earthen	Applicable for heavy concentrated flows. Will not pond.
Gravel and wire drop inlet protection	No	Paved or Earthen	Applicable for heavy concentrated flows. Will pond. Can withstand traffic.
Catch basin filters	Yes	Paved or Earthen	Frequent maintenance required.
Curb Inlet Protection			
Curb inlet protection with wooden weir	Small capacity overflow	Paved	Used for sturdy, more compact installation.
Block and gravel curb inlet protection	Yes	Paved	Sturdy, but limited filtration.
Culvert Inlet Protection			
Culvert inlet sediment trap	N/A	N/A	18 month expected life.

Design and Installation Specifications

Excavated Drop Inlet Protection

Excavated drop inlet protection consists of an excavated impoundment around the storm drain inlet. Sediment settles out of the stormwater prior to entering the storm drain. Design and installation specifications for excavated drop inlet protection include:

- Provide a depth of 1-2 ft as measured from the crest of the inlet structure.
- Slope sides of excavation should be no steeper than 2H:1V.
- Minimum volume of excavation is 35 cubic yards.
- Shape the excavation to fit the site, with the longest dimension oriented toward the longest inflow area.

- Install provisions for draining to prevent standing water.
- Clear the area of all debris.

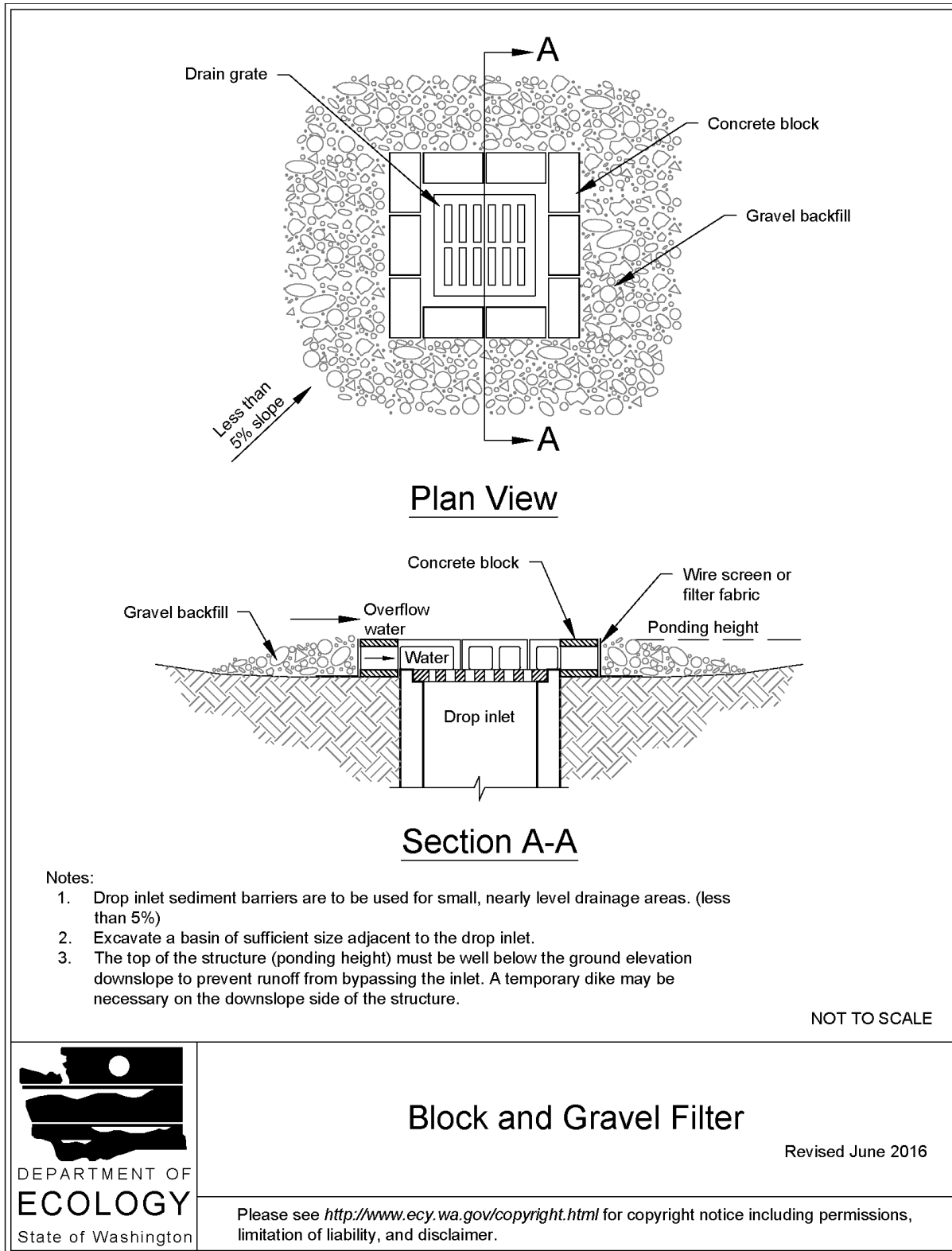
- Grade the approach to the inlet uniformly.
- Drill weep holes into the side of the inlet.
- Protect weep holes with screen wire and washed aggregate.
- Seal weep holes when removing structure and stabilizing area.
- Build a temporary dike, if necessary, to the down slope side of the structure to prevent bypass flow.

Block and Gravel Filter

A block and gravel filter is a barrier formed around the inlet with standard concrete blocks and gravel. See [Figure II-3.17: Block and Gravel Filter](#). Design and installation specifications for block gravel filters include:

- Provide a height of 1 to 2 feet above the inlet.
- Recess the first row of blocks 2-inches into the ground for stability.
- Support subsequent courses by placing a pressure treated wood 2x4 through the block opening.
- Do not use mortar.
- Lay some blocks in the bottom row on their side to allow for dewatering the pool.
- Place hardware cloth or comparable wire mesh with ½-inch openings over all block openings.
- Place gravel to just below the top of blocks on slopes of 2H:1V or flatter.
- An alternative design is a gravel berm surrounding the inlet, as follows:
 - Provide a slope of 3H:1V on the upstream side of the berm.
 - Provide a slope of 2H:1V on the downstream side of the berm.
 - Provide a 1-foot wide level stone area between the gravel berm and the inlet.
 - Use stones 3 inches in diameter or larger on the upstream slope of the berm.
 - Use gravel ½- to ¾-inch at a minimum thickness of 1-foot on the downstream slope of the berm.

Figure II-3.17: Block and Gravel Filter



Gravel and Wire Mesh Filter

Gravel and wire mesh filters are gravel barriers placed over the top of the inlet. This method does not provide an overflow. Design and installation specifications for gravel and wire mesh filters include:

- Use a hardware cloth or comparable wire mesh with ½-inch openings.
 - Place wire mesh over the drop inlet so that the wire extends a minimum of 1-foot beyond each side of the inlet structure.
 - Overlap the strips if more than one strip of mesh is necessary.
- Place coarse aggregate over the wire mesh.
 - Provide at least a 12-inch depth of aggregate over the entire inlet opening and extend at least 18-inches on all sides.

Catch Basin Filters

Catch basin filters are designed by manufacturers for construction sites. The limited sediment storage capacity increases the amount of inspection and maintenance required, which may be daily for heavy sediment loads. To reduce maintenance requirements, combine a catch basin filter with another type of inlet protection. This type of inlet protection provides flow bypass without overflow and therefore may be a better method for inlets located along active rights-of-way. Design and installation specifications for catch basin filters include:

- Provides 5 cubic feet of storage.
- Requires dewatering provisions.
- Provides a high-flow bypass that will not clog under normal use at a construction site.
- Insert the catch basin filter in the catch basin just below the grating.

Curb Inlet Protection with Wooden Weir

Curb inlet protection with wooden weir is an option that consists of a barrier formed around a curb inlet with a wooden frame and gravel. Design and installation specifications for curb inlet protection with wooden weirs include:

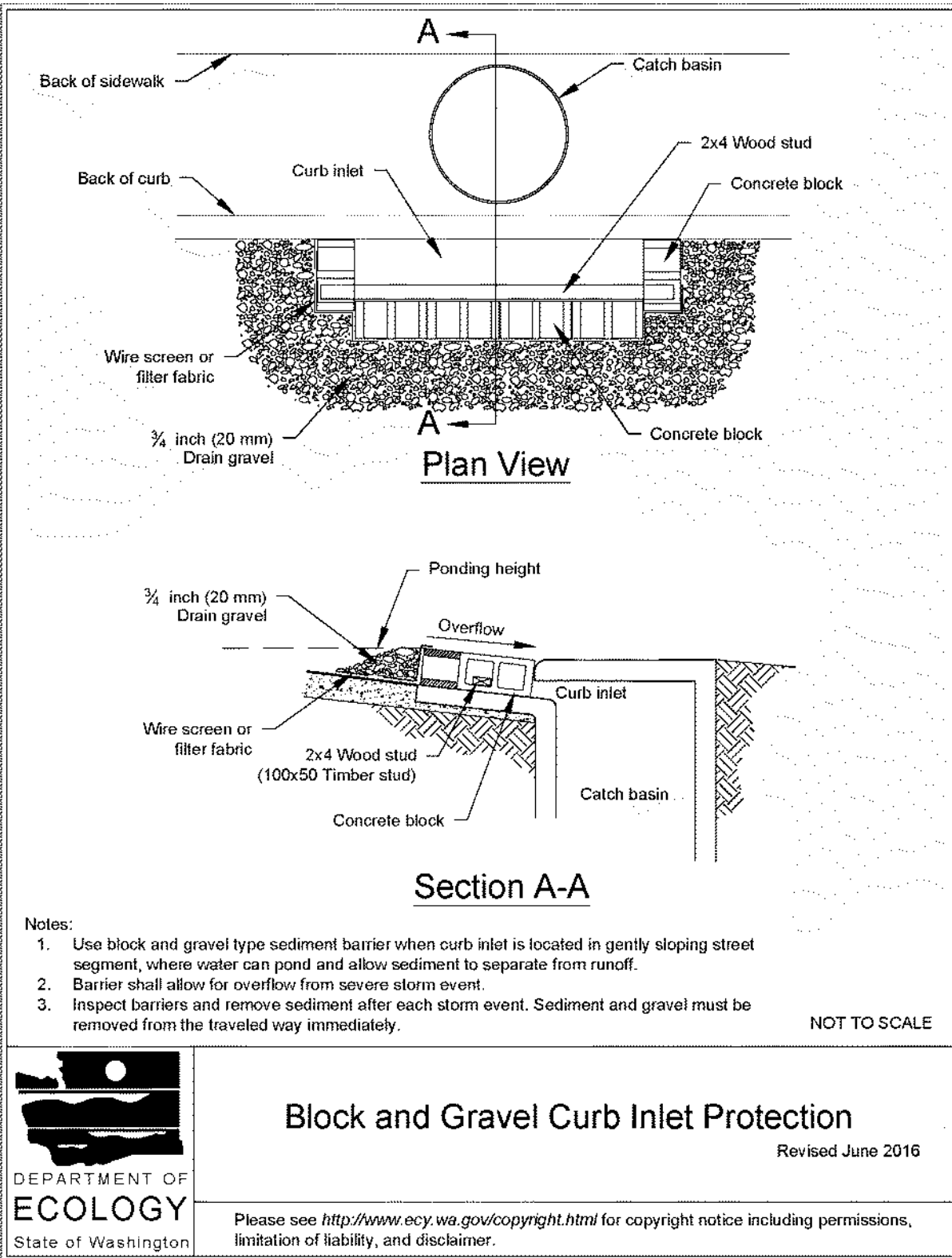
- Use wire mesh with ½-inch openings.
- Use extra strength filter cloth.
- Construct a frame.
- Attach the wire and filter fabric to the frame.
- Pile coarse washed aggregate against the wire and fabric.
- Place weight on the frame anchors.

Block and Gravel Curb Inlet Protection

Block and gravel curb inlet protection is a barrier formed around a curb inlet with concrete blocks and gravel. See [Figure II-3.18: Block and Gravel Curb Inlet Protection](#). Design and installation specifications for block and gravel curb inlet protection include:

- Use wire mesh with ½-inch openings.
- Place two concrete blocks on their sides abutting the curb at either side of the inlet opening. These are spacer blocks.
- Place a 2x4 stud through the outer holes of each spacer block to align the front blocks.
- Place blocks on their sides across the front of the inlet and abutting the spacer blocks.
- Place wire mesh over the outside vertical face.
- Pile coarse aggregate against the wire to the top of the barrier.

Figure II-3.18: Block and Gravel Curb Inlet Protection

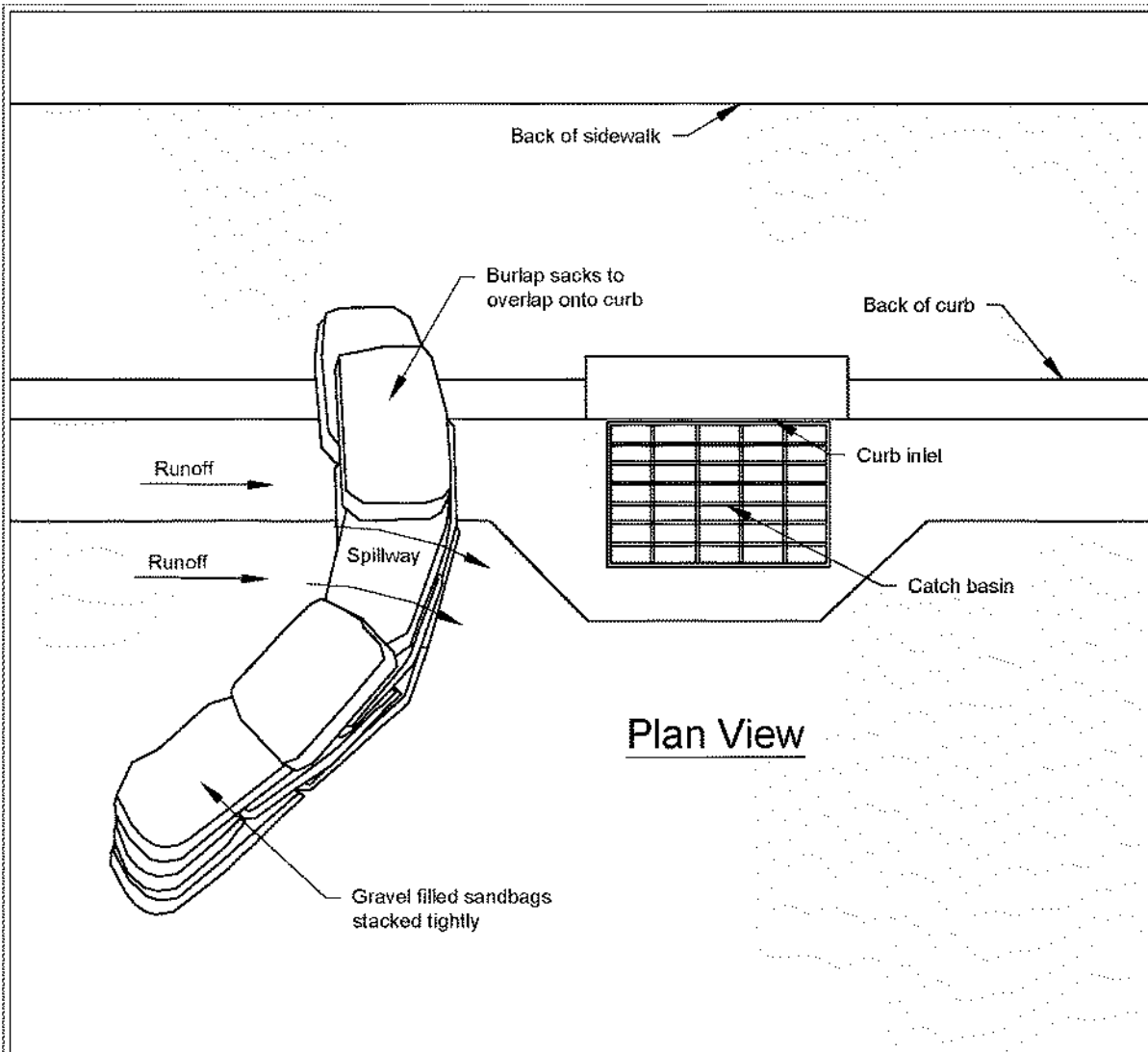


Curb and Gutter Sediment Barrier

Curb and gutter sediment barrier is a sandbag or rock berm (riprap and aggregate) 3 feet high and 3 feet wide in a horseshoe shape. See [Figure II-3.19: Curb and Gutter Barrier](#). Design and installation specifications for curb and gutter sediment barrier include:

- Construct a horseshoe shaped berm, faced with coarse aggregate if using riprap, 3 feet high and 3 feet wide, at least 2 feet from the inlet.
- Construct a horseshoe shaped sedimentation trap on the upstream side of the berm. Size the trap to sediment trap standards for protecting a culvert inlet.

Figure II-3.19: Curb and Gutter Barrier



Notes:

1. Place curb type sediment barriers on gently sloping street segments, where water can pond and allow sediment to separate from runoff.
2. Sandbags of either burlap or woven 'geotextile' fabric, are filled with gravel, layered and packed tightly.
3. Leave a one sandbag gap in the top row to provide a spillway for overflow.
4. Inspect barriers and remove sediment after each storm event. Sediment and gravel must be removed from the traveled way immediately.

NOT TO SCALE



DEPARTMENT OF
ECOLOGY
State of Washington

Curb and Gutter Barrier

Revised June 2016

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Maintenance Standards

- Inspect all forms of inlet protection frequently, especially after storm events. Clean and replace clogged catch basin filters. For rock and gravel filters, pull away the rocks from the inlet and clean or replace. An alternative approach would be to use the clogged rock as fill and put fresh rock around the inlet.
- Do not wash sediment into storm drains while cleaning. Spread all excavated material evenly over the surrounding land area or stockpile and stabilize as appropriate.

Approved as Functionally Equivalent

Ecology has approved products as able to meet the requirements of this BMP. The products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. Local jurisdictions may choose not to accept these products, or may require additional testing prior to consideration for local use. Products that Ecology has approved as functionally equivalent are available for review on Ecology's website at:

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Emerging-stormwater-treatment-technologies>

UTILITY ACCOMMODATION POLICY



Engineering Services
January 1, 2020

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PART 1

GENERAL POLICY

I. PART 1 - GENERAL POLICY

A. Policy Application

1. Purpose

This policy is to prescribe the accommodation, location and method of installation, adjustments, removal, relocation and maintenance of utility facilities within the property of BNSF. The policy was developed in the interest of safety, protection, utilization, and future development of BNSF with due consideration given to public and private service afforded by adequate and economical utility installations.

2. Application

The policy concerning utility accommodations shall apply to all:

- a. New utility installations
- b. Additions to existing utility installations
- c. Adjustment and relocation of utilities
- d. Existing or planned utility installations for which agreements with BNSF were entered prior to the date of the adoption of this policy
- e. Existing utility installations that do not meet the current license requirements may remain at the discretion of BNSF

Various types of utility lines not specifically discussed herein shall be considered within the provisions of this policy. It shall be the general practice to consider all lines carrying caustic, flammable or explosive materials under the provisions for high-pressure gas and liquid fuel lines.

3. Scope

Utilities include lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water and other similar commodities which are privately, publicly or cooperatively owned and which serve directly or indirectly the public or any part thereof.

A Utility Agreement License allowing a Utility Owner the privilege of placing its facilities in or on railroad property does not constitute permanent right for such usage. Whether required by BNSF or not, any removal, remodeling, maintenance

or relocation of the facilities, will be accomplished promptly by the Utility Owner at no cost to BNSF.

4. Exceptions

Exceptions to any design, location or methods of installation provisions contained in this policy must be authorized by BNSF. Requests for exceptions will be considered only where it is shown that extreme hardship and/or unusual conditions provide justification and where alternate measures can be prescribed in keeping with the intent of this policy. All requests for exceptions shall be fully documented by identifying what variance is needed, and why, including design data, cost comparisons and other pertinent information. Please Note: BNSF authorization may add up to 60 days additional processing time for the application.

5. Liability

The Utility Owner, its successor(s), or assignees shall assume all risk and liability for accidents and damages that may occur to persons or property on account of this work, and shall indemnify and hold BNSF harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property, or claims of any nature whatsoever, arising out of or in connection with the permit, or the operation and performance thereunder by the utility, its agents, employees or subcontractors. In this regard, it is further understood and agreed that the utility may be required to obtain insurance coverage as determined by BNSF.

The Utility Owner agrees that if liability insurance is required, it will file with the designated office, prior to granting of the license, "Certificates of Insurance" or other evidence to show that the appropriate insurance is carried.

Insurance, as may be required, shall be maintained in force until the final release of the Utility Owner by BNSF from all obligations under the terms of the license. The insurance contract shall cover claims for such length of time as law permits said claims. The insurance document shall include a clause requiring the insurer to notify BNSF at least ten (10) days in advance of any cancellation or change in insurance contracts.

The Utility Owner is responsible for any subcontractor to be knowledgeable of this policy and require all work to be conducted in compliance with it. Subcontractors must carry a liability insurance policy unless the subcontractor is covered by the Utility Owner's insurance.

6. Replacement/Relocation of Facility

Replacement or relocation of an existing facility with the same facilities or facilities of a different type, or design, is to be considered as a new utility installation and all work shall adhere to this policy. This includes such things as extension of an existing casing, replacing with a larger / smaller pipe diameter, etc.

7. Change in Ownership

It is the Utility Owner's responsibility to inform BNSF, in writing, of any name, ownership or address changes.

8. Non-compliance

Non-compliance with any terms of this Utility Accommodation Policy or Utility License Agreements may be considered as cause for discontinuance of construction or operations until compliance is assured. Continued non-compliance will result in the revocation of the license. The cost of any work required by BNSF in the removal of non-complying construction will be assessed against the Utility Owner.

9. Discharge of Waste Material

Applications for a Utility License Agreement for the installation of utility facilities which will discharge materials into the nation's waters, must comply with all applicable requirements of the Corps of Engineers, and other federal, state or local environmental protection agencies. Identification of applicable requirements and administration of compliance procedures are the responsibility of the Utility Owner.

B. Utility License Agreement Requirements

1. General

Utility License Agreements are required when utility facilities are installed, relocated, removed or maintained along or across all BNSF property.

If liability insurance is required, then evidence of adequate liability insurance is to be on file with BNSF for each agreement prior to any construction activity.

2. Applications

Approved requests to install, maintain, relocate or remove a utility within the property of BNSF shall be authorized by a Utility License Agreement. All applications for utility license agreements along with plans for the proposed

installation shall be submitted to BNSF and approved before construction has commenced. Any exceptions to this policy will require the completion of an exception form and may add up to 60 days additional processing time.

3. Plans and Approvals

- a. Approval of plans and application forms are required for all installations of utilities prior to initiation of work on railroad property.
- b. If surveying is necessary for the completion of an application, a “Right of Entry” or “Temporary Occupancy Permit” must be executed and referenced
- c. When a geotechnical study is required, the findings and protection plan shall be sealed by a Professional Engineer and included with the plans. The geotechnical crew will need a right of entry permit to enter BNSF right-of-way and a BNSF qualified flagman will be required when working within twenty-five (25) feet of the track.

4. License Procedures:

- a. Submit applications to:

Jones Lang LaSalle
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

- b. Upon receipt of the application, a letter will be forwarded acknowledging receipt and advising of the Permit & Contract file reference number that has been assigned and the person who should be contacted for further inquiries.
- c. Office Hours: 8:00 A.M. to 5:00 P.M. Monday through Friday, CT
Phone Number: (toll free) 866-498-6647. Fax: 817-306-8265
- d. Agreements will be required for all encroachments on railroad property.
- e. Generally, agreement-processing time will be thirty to sixty days. Please allow sufficient lead-time for document handling prior to desired construction date. Before construction begins, agreements must be executed by Utility Owner and returned. Verbal authorizations will not be granted or permitted. All work must be set up, in advance, with the BNSF Utility Coordinator to coordinate the Construction Inspector and flagger.
- f. License fees must be submitted at the time the agreement is executed and returned.

5. Location

- a. Utility lines shall be located to avoid, or minimize, the need for adjustments for future railroad improvements and to permit access to the utility lines for their maintenance with minimum interference to railroad traffic.
- b. Pipelines shall be installed under tracks by boring, jacking, or in some cases, open trenching. **WATER JETTING IS NOT PERMITTED.**
- c. Where practical, pipelines carrying liquefied petroleum gas shall cross the railway where the tracks are carried on an embankment.
- d. All high-pressure pipelines (greater than 60-psi internal pressure), except those in public roads, shall be prominently marked and maintained at the property line (on both sides of the track for under crossings) by signs which state the utility owner, size of the line and its depth as well as a 24-hour emergency contact number, which will be maintained as long as the utility is in service. These signs will be inspected annually and replaced should they become unreadable.

Example:

CAUTION: Bob's Gas Service, 1-800-123-4567, 30-inch diameter high-pressure Gas main 7 feet deep.

6. Design Considerations

- a. The design of any utility installation will be the responsibility of the Utility Owner. Any proposed installation within the railroad property must be reviewed and approved by the railroad with regard to location and the method of construction, installation and replacement. This includes the measures to be taken to preserve the safety and flow of rail traffic, insure it does not obstruct right of way access for BNSF, structural integrity of the roadway or structure, ease of maintenance and the integrity of the utility facility. Utility installations, on, over or under BNSF property shall conform with the requirements contained herein, or the appropriate requirements outlined in the following, whichever is deemed most safe:
 - (1) Safety Rules for the Installation and Maintenance of Electric Supply and Communication Lines-National Electric Safety Code.
 - (2) Title 49 C.F.R. Part 192, Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards.
 - (3) Title 49 C.F.R. Part 195, Transportation of Hazardous Liquids by Pipelines and.

- (4) American Society for Testing and Materials (ASTM) Specifications - latest edition.
 - (5) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) - latest edition, published by the Federal Highway Administration (FHWA) of the United States Department of Transportation (USDOT).
 - (6) Rules and Regulations for Public Water Systems - latest edition, published by the appropriate State Health Department.
 - (7) Occupational Safety and Health Administration (OSHA) Title 29 C.F.R. Standard 1926 – Safety and Health Regulations for Construction.
- b. All utility installations on, over or under BNSF property shall be of durable materials designed for long service life and relatively free from routine servicing and maintenance requirements. Conformance with current applicable material specifications and codes is mandatory.
 - c. References given to any manual, publication or specification are intended to be the most current edition. If a conflict occurs between any publication and this manual, the specification deemed most safe will be used.
 - d. Geo-technical Study – BNSF will no longer require a geo-tech study for pipeline installations crossing under the tracks provided the method of installation is jack-and-bore. Any other method of installation that is greater than twenty-six (26) inches in diameter, and within the six (6) foot to ten (10) foot depth will require this study. Refer to part B.3.c., found on page 1-4 of this document for requirements of the study and review.

C. Construction

1. Coordination with the Construction Inspector and/or flagging company, along with any required deposits, will be arranged prior to any construction on BNSF property.
2. The execution of the work on railroad property shall be subject to the inspection and direction of the Construction Inspector.
3. A representative of BNSF Signal Department must be present during installation if railroad signals are in the vicinity of the proposed construction.
4. Any dirt that is excavated for pits, poles, bores, etc. will remain on BNSF property. BNSF Environmental will be consulted before any soils are removed from BNSF property which can be coordinated through the Construction Inspector.
5. Spills, of any quantity, must be reported to the Service Interruption Desk. This can be coordinated through the Construction Inspector.

6. A plan to monitor for settlement or heave of the railroad facilities must be developed and implemented to assure no adverse effect on the railroad's activities as a result of the work. The plan should detail the types of settlement points that will be installed and monitored as well as the frequency of monitoring and the reporting mechanism. Because the track will tent to bridge over the area by affected by the drilling / boring / trenching operation, the monitoring plan should include checking for settlement or heave at a depth below the track. Surveying of the monitoring points may be accomplished by traditional means or an automated system. A baseline survey should be conducted before the start of construction.

Most settlement plans include a two-step process against which the monitoring data is measured. The alert threshold limit is the value intended to bring attention to the movement so that it can be managed without reaching the maximum level. The maximum level is the highest allowable movement value and should be less than the value that could result in damage to the railroad facilities.

Reaching the threshold limit may trigger the following actions:

- (1) Discussion of the data and its implications
- (2) Increase in the frequency of monitoring
- (3) Independent confirmation of the monitoring data
- (4) A review of construction methods to determine if changes are required to mitigate further movement

Reaching the maximum limit may trigger the following actions:

- (1) Immediate stoppage of construction and notification to the railroad
- (2) Independent confirmation of movement
- (3) Review of construction methods and implementation of contingency plans, if needed
- (4) Re-evaluation of critical structures in the area and installation of additional monitoring devices if needed.

Alert threshold values are from $\frac{1}{4}$ to $\frac{3}{4}$ inch with maximum values from $\frac{1}{2}$ to 1 inch.

7. The utility installation is not considered complete until as-built drawings are submitted and verified as correct by the Construction Inspector.

D. Safety

The BNSF Contractor orientation course must be completed by all workers prior to entering BNSF property. It is the contractor's responsibility to implement a safety program for its employees. Training materials are available on the web site: www.bnsfcontractor.com. The contractor must comply with all federal, state and local safety regulations.

1. Construction Inspector

- a. A Construction Inspector shall be required for all utility installations on BNSF right of way and the total cost borne by the Utility Owner.
- b. The Construction Inspector will be notified of the construction monitoring methods and frequency to be used.
- c. Once construction is complete, the Utility Owner will provide the Construction Inspector with as-built drawings noting any changes from the original specifications approved when the permit was issued. These as-built drawings must be verified by the Construction Inspector and submitted to BNSF for their records.

2. Flagging

- a. When work is performed within twenty-five (25) feet of the centerline of the track, railroad flagging and construction inspection will be required.
- b. Railroad flagging will be required:
 - i. During the period of construction when it is necessary for the Contractor to operate equipment in the vicinity of, under, or over, BNSF property which may endanger railroad operations, or
 - ii. Two or more railroad flagmen may be required at other times that the Railway Company's sole discretion shall deem necessary.
- c. Flagging services shall be performed by a BNSF qualified flagger and the total cost borne by the Utility Owner.
- d. The Utility Owner will be billed monthly at a rate to be determined by BNSF to include labor and associated costs plus any expenses incurred for flagging services.
- e. A written request for flagging services will be required at least two (2) weeks prior to the time when such services are needed. This request is made to the BNSF Construction Inspector, as noted in executed agreement.

E. Material Storage

Storage of materials, parking of equipment and vehicles when not being used in actual utility work, will not be permitted on railroad property without an executed temporary easement.

F. Call Before You Dig!

Call 811 to schedule a utility locate and call 1-800-533-2891 to arrange for a BNSF underground cable locate. BNSF form "Underground Cable Location & Acknowledgement" will be completed by a BNSF representative with a copy provided to the contractor. The contractor must always have this completed form available for review at the job site.

G. Maintenance and Servicing Utilities

1. Utility Owner's Responsibility
 - a. Maintenance of the utility is the responsibility of the Utility Owner.
 - b. Maintenance must be performed to keep the facility in an as-constructed condition, and in a good state of repair in accordance with the requirements of Federal, State and Local laws, regulatory standards and utility codes.
 - c. It is the Utility Owner's responsibility to replace and stabilize all earth cover and vegetation when it has eroded over an underground utility facility where such erosion is due to, or caused by, the placement or existence of the underground utility facility.
 - d. The Utility Owner shall be responsible for any settlement of backfill, fills, and embankments that may occur.
2. Emergency Maintenance
 - a. Emergency maintenance of utilities located on railroad property is permissible without obtaining a Utility License Agreement if an emergency exists that is dangerous to the life, safety or welfare of the public and which requires immediate repair. The Utility Owner shall take all necessary and reasonable safety measures to protect the public and the railroad.
 - b. The Utility Owner, in such an event, will advise the Railway as soon as possible. Damage to the right-of-way and facilities will be restored to its original condition. A Utility License Agreement should be requested by the Utility Owner within the second working day provided the work is not covered under any previously granted license. Flagging requirements described earlier apply in all situations.

H. Preservation, Restoration and Cleanup

1. Disturbed Areas

- a. Areas of railroad property disturbed by the installation, maintenance, removal and relocation of utilities shall be kept to a minimum.
- b. Disturbed areas shall be returned to normal grade and elevation, with compaction of backfill material, and all excess or undesirable material removed by the Utility Owner. The Utility Owner shall replace destroyed vegetation by sodding, or seeding, fertilizing and mulching, or a combination thereof.
- c. The Utility Owner shall provide protection against erosion in disturbed areas that are subject to erosion. Such protection may be in the form of rock riprap, wash checks, hay or straw cover, or other material that is approved and does not interfere with railroad maintenance.

2. Drainage Facilities

- a. Care shall be taken to avoid disturbing existing drainage facilities. Underground utility facilities shall be bedded with pervious material and outlets provided for entrapped water. Underdrains should be provided where necessary.
- b. Grades shall be sloped away from the track roadbed and towards the ditch when possible with the goal of no standing water on railroad property.

3. Cleanup

Unused material or debris shall be removed from the work site area. At the end of every construction day, construction equipment and materials shall be removed as far from the operating railroad tracks as possible (minimum twenty-five (25) feet from centerline). All machines will be disabled when not in use to prevent unauthorized operation. No equipment or materials will be allowed to be staged on BNSF property without an executed temporary easement.

I. Protection of Vegetation

1. Trimming, Clearing or Removal of Vegetation

- a. Consistent with the preservation of planted vegetation, consideration will be given to Utility Owners for the necessary trimming, clearing or removal of vegetation to provide adequate clearance of overhead wires. Such work will be done in accordance with established practices and standards; however, approval will not be granted for wasteful or wanton trimming, or removal in order to provide easy solutions to a difficult situation.

- b. No trees, shrubs, bushes, vines or ground cover on railroad property shall be sprayed, trimmed, cut down, rooted up, removed or mutilated in any manner unless a permit is granted by BNSF to do such work.

2. Chemical Brush Control

- a. Spraying brush and seedling tree growth to prevent re-sprouting may be permitted, and when permitted, shall be carried out with extreme caution and careful performance. The Utility Owner shall be responsible for the performance of their employees or contractors in the application of brush control with methods and proposed chemicals approved by BNSF Environmental Department.
- b. All spraying shall be done by a herbicide applicator that is licensed in the state where the work is to be performed.
- c. Permit applications for spraying shall list the kinds of chemical weed and brush killers that will be used. When liability insurance is required, it shall be provided by the herbicide applicator, or be insured under the liability insurance of the Utility Owner.
- d. Plants over five (5) feet in height should not be sprayed for control. Brush over five (5) feet in height, which is to be removed, should be cut and the stumps treated to prevent growth. Shrubbery type growth such as dogwood, sumac, redbud, plum, etc., should not be sprayed as a general rule. Steep slopes, where brushy growth is a major factor in preventing erosion, should not be sprayed.

3. Tree Pruning

- a. Tree pruning on railroad property for utility lines will utilize the best horticultural practices. All cut branches, dead limbs, etc., shall be removed. Such materials shall not be burned or disposed of on railroad property unless permission is granted by the Utility License Agreement.
- b. Should burning be permitted, the Utility Owner will be held liable for any damage to grass, crops, native shrubs and trees arising from careless burning of such brush.
- c. Any and all limbs trimmed shall be removed with a clean cut and all limb scars over one (1) inch in diameter shall be treated with appropriate tree paint.



PART 2

UTILITIES PARALLELING

RAILROAD PROPERTY

PART 2 - UTILITIES PARALLELING RAILROAD PROPERTY

A. General Provisions

This section of the policy applies to all public and private utilities, including electric power, telephone, fiber optics, telegraph, cable television, water, gas, oil, petroleum products, steam, chemicals, sewage, drainage, irrigation and similar lines that are located, adjusted or relocated within the property under the jurisdiction of BNSF, but not actually crossing the tracks. Such utilities may involve underground, surface or overhead facilities.

Any utility line will be considered a parallel line and is to be located on a uniform alignment, within ten (10) feet or less of the property line and a minimum of forty (40) feet from centerline of track so as to provide a safe environment and to preserve space for future railroad improvements or other utility installations. BNSF Engineering must approve any installation over one mile.

Utilities will be located to provide a safe environment and shall conform to the current “National Electrical Safety Code,” “American Waterworks Association Specifications,” “Federal Pipeline Safety Regulations,” and “The American Railway Engineering and Maintenance Association (AREMA) recommendations.” Where laws or orders of public authority prescribe a higher degree of protection, then the higher degree of protection prescribed shall supersede the provisions of this manual.

B. Overhead Installations

1. Must comply with all requirements of Part 1 – General Policy of this manual.
2. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.
3. Applications can be found at www.bnsf.com/about-bnsf/pdf/PIPELINE-with-sample.pdf and must be completed and submitted along with plans detailing location, both horizontal and vertical, of proposed utility with dimensions from track and/or right-of-way boundaries.
4. A minimum of four (4) feet clearance is required above existing signal and communication lines.
5. Pole height and distance from centerline of nearest track must be shown on an aerial exhibit and included with the application along with a profile that includes the wire attachment height and anticipated maximum sag.

Poles must be located fifty (50) feet out from the centerline of railroad mainline, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole locations adjacent to industry tracks; must provide at least a ten (10) foot clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at a rate of one and one-half (1-1/2) inches per degree of curved track.

Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus ten (10) feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.

Poles (including steel poles) must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right of way. All poles will contain a sign stating the utility owner, voltage of the lines and a 24-hour emergency contact phone number that will be maintained as long as the utility is in service. The utility will be responsible to de-energize, sleeve, etc. in the event a BNSF emergency requires access.

For proposed electrical lines paralleling tracks, BNSF may request that an inductive coordination study be performed at the expense of the utility owner. Inductive interference from certain lines has the potential to disrupt the signal system in the track causing failures in the track signals and highway grade crossing warning devices. Generally, if the proposed electrical line exceeds 12.5 kV *and* runs parallel to the track for at least 1,000 feet, a study will be required. A study will be required if a new sub-station is to be located within 1,000 feet of the track. The General Director of Signals will determine the need for a study on a case-by-case basis.

C. Underground Installations

1. Must comply with all requirements of Part 1 – General Policy of this manual.
2. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.
3. Applications can be found at www.bnsf.com/about-bnsf/pdf/PIPELINE-with-sample.pdf and must be completed and submitted along with plans detailing location, both horizontal and vertical, of proposed utility with dimensions from track and/or right-of way boundaries.

4. The plans should contain the following data for carrier and casing pipe:
 - Contents to be carried
 - Inside diameter
 - Pipe material
 - Specifications and grade of pipe material
 - Wall thickness
 - Actual working pressure
 - Type of joints
 - Longitudinal joint factor
 - Coating
 - Method of Installation
 - Vents-Number, Size, Location including Height above ground
 - Seals-Both ends, One end
 - Cover (top of tie to top of pipe casing)
 - Cover (other than under tracks)
 - Cover (at ditches)
 - Cathodic protection
 - Type, Size and Spacing of insulators or supports
5. Underground utility installations should be located on top of the back slope at the outer limits of railroad property as follows:

- 1. Electric Power Lines**

- i. A minimum depth of three (3) feet below natural grade (BNG) will be maintained for 750 volts and less, and four (4) feet BNG for greater than 750 volts.
 - ii. Whenever feasible, all power lines should be laid within five (5) feet from property lines
 - iii. A 6-inch wide warning tape will be installed, one (1) foot BNG directly over the underground power line where located on Railroad right-of-way outside the track ballast sections.

- 2. Fiber Optic / Communication Lines**

- i. A minimum depth of four (4) feet BNG for fiber optic / communication lines.
 - ii. Whenever feasible, all cable should be laid within five (5) feet from property lines.
 - iii. A 6-inch wide warning tape will be installed, one (1) foot BNG directly over the underground fiber optic line where located on Railroad right-of-way outside the track ballast sections.

3. Pipelines

- i. Any pipeline installation paralleling BNSF property shall be within ten (10) feet of property line or a minimum of forty (40) feet from track.
- ii. If the pipeline is proposed to be located forty (40) feet or less from centerline of track, the pipeline shall be encased in a steel pipe subject to approval from BNSF. No pipe may be placed closer than twenty-five (25) feet from centerline of track. Pipe must be buried with a minimum cover of six (6) feet. If less than minimum depth is necessary because of existing utilities, water table, ordinance or similar reasons, the line shall be rerouted.
- iii. Locations where it will be difficult to attain minimum depth due to wet or rocky terrain shall be avoided. Any location change from plan must be approved by BNSF.
- iv. The use of plastic carrier pipe for sewer, water, natural gas and other liquids is acceptable under specific circumstances. The use of plastic pipe is satisfactory if the pipe is designed to meet AREMA and all applicable federal and state codes, and if the carrier pipe is properly encased with a steel casing pipe for the entire length on BNSF right of way.
- v. Manholes shall be limited to those necessary for installation and maintenance of underground lines. Manholes vary as to size and shape depending on the type of utility they serve. To conserve space, their dimensions should be minimally acceptable by good engineering and safety standards. In general, the only equipment to be installed in manholes located on railroad property is that which is essential to the normal flow of the utility, such as circuit reclosers, cable splices, relays, valves and regulators. Other equipment should be located outside the limits of the railroad property. Manholes shall not protrude above the surrounding ground nor be in the shoulder, shoulder slope, ditch, backslope, or within twenty-five (25) feet of the centerline of track without approval of BNSF.

4. Abandonment/Removal of Facilities

- i. Upon termination of license the utility needs to be removed from BNSF property except for the portion under the track embankment.
- ii. Portion of abandoned pipe under track embankment to remain in place shall be filled by pressure grouting. The grout material should be a sand cement slurry with a minimum of two (2) sacks of cement per

cubic yard and a minimum amount of water to assure satisfactory placement.

D. Attachment to Bridges and Other Structures

The Utility Owner will not be permitted to attach to BNSF bridges or route facilities through drainage structures or cattle passes. Utilities are not to be attached to other railroad structures without the written approval of BNSF Engineering. As a general rule, overhead power, communication and cable television line crossings at railroad bridges must be avoided. Pipelines laid longitudinally on railroad property shall be located as far as practical from any tracks or other important structures. If located within forty (40) feet of the centerline of any track, the carrier pipe shall be encased or be of special design as approved by BNSF Engineering.

E. Drains for Steep Slopes (Tight Lines)

Drainage onto BNSF property from adjacent land that is significantly higher than the track elevation should be directed through a pipe anchored into the steep slope. The pipe needs to be designed to withstand the weight of the water in the pipe. The drainage system will include a diffuser at the bottom to prevent erosion on BNSF property.



PART 3

UTILITIES PERPENDICULAR TO

RAILROAD PROPERTY

PART 3 - UTILITIES PERPENDICULAR TO RAILROAD PROPERTY

A. General Provisions

This section of the policy applies to all public and private utilities, including electric power, telephone, fiber optics, telegraph, cable television, water, gas, oil, petroleum products, steam, chemicals, sewage, drainage, irrigation and similar lines that are located, adjusted or relocated within the property under the jurisdiction of BNSF. Such utilities may involve underground, surface or overhead facilities.

Installations crossing the property of the railroad, to the extent feasible and practical, are to be perpendicular to the railroad alignment and preferably at not less than forty-five (45) degrees to the centerline of the track. Utilities shall not be placed within culverts or under railroad bridges, buildings or other important structures.

Utilities will be located to provide a safe environment and shall conform to the current “National Electrical Safety Code,” “American Waterworks Association Specifications,” “Federal Pipeline Safety Regulations,” and “The American Railway Engineering and Maintenance Association (AREMA) Recommendations.” Where laws or orders of public authority prescribe a higher degree of protection, then the higher degree of protection prescribed shall supersede the provisions of this manual.

B. Overhead Installations

1. Must comply with all requirements of Part 1 – General Policy of this manual.
2. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.
3. Applications can be found at www.bnsf.com/about-bnsf/pdf/PIPELINE-with-sample.pdf and must be completed and submitted along with plans detailing location, both horizontal and vertical, of proposed utility with dimensions from track and/or right-of way boundaries.
4. Minimum four (4) feet clearance required above existing signal and communication lines.
5. Poles must be located fifty (50) feet out from the centerline of railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole location adjacent to industry tracks; must provide at least a 10-foot clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at a rate of one and one-half (1-½) inches per degree of curved track.

6. Regardless of the voltage, poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus 10 feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
7. Poles (including steel poles) must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right of way.
8. Crossings must not be installed within 500 feet of any railroad bridge, or 300 feet from the centerline of any culvert or switch area.
9. Complete spanning of the property is encouraged with supportive structures and appurtenances located outside railroad property.
 - a. For electric supply lines, normally the crossing span shall not exceed 150 feet with adjacent span not exceeding 1-1/2 times the crossing span length.
 - b. For communication lines, the crossing span shall not exceed 100 feet in heavy loading districts, 125 feet in medium loading districts, and 150 feet in light loading districts; and the adjacent span shall not exceed 1-1/2 times the crossing span length.
 - c. For heavier type construction, longer spans will be considered.
10. Joint-use construction is encouraged at locations where more than one utility or type of facility is involved. However, electricity and petroleum, natural gas or flammable materials shall not be combined. Pipe truss design and layout shall be sealed by a Professional Engineer and will need to be reviewed and approved by BNSF Engineering.
11. To ensure that overhead wire crossings are clear from contact with any equipment passing under such wires, communication lines shall be constructed with a minimum clearance above top of rail of twenty-four (24) feet, and electric lines with a minimum clearance of twenty-six and one-half (26-1/2) feet or greater above top of rail. Electric lines must have a florescent ball marker on lowest wire over centerline of track.
12. The utility owner will label the posts closest to the crossing with the owner's name and telephone number for emergency contact.
13. All overhead flammable and hazardous material lines will need BNSF Engineering approval but should be avoided if possible.
14. For proposed electrical lines crossing tracks, BNSF may request that an inductive coordination study be performed at the expense of the utility owner. Inductive interference from certain lines have the potential to disrupt the signal system in the track causing failures in the track signals and highway grade crossing warning devices. The General Director of Signals will determine the need for a study on a case-by-case basis.

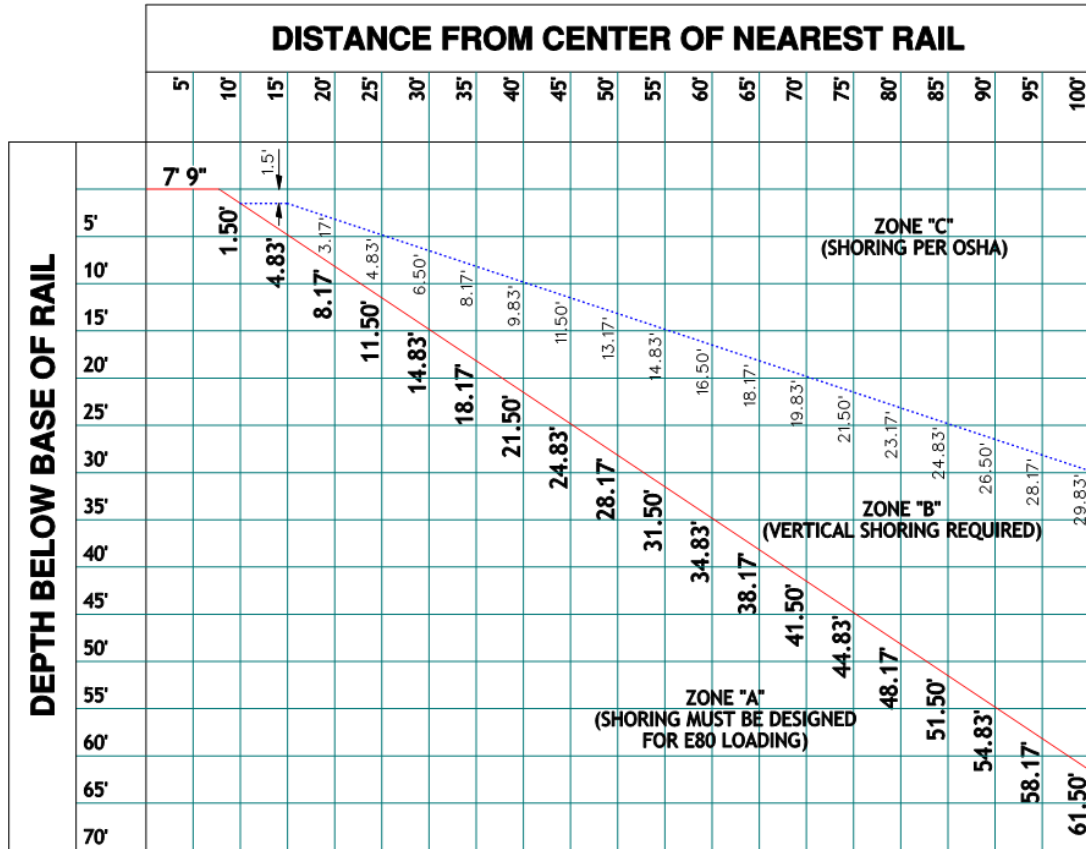
C. Underground Installations

1. General

- a. Must comply with all requirements of Part 1 – General Policy of this manual.
- b. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.
- c. Applications can be found at www.bnsf.com/about-bnsf/pdf/PIPELINE-with-sample.pdf and must be completed and submitted along with plans, stamped by a Professional Engineer, detailing location, both horizontal and vertical, of proposed utility with dimensions from track and/or right-of way boundaries.
- d. The plans should contain the following data for carrier and casing pipe:
 - Contents to be carried
 - Inside diameter
 - Pipe material
 - Specifications and grade of pipe material
 - Wall thickness of pipe
 - Actual working pressure
 - Type of joints
 - Longitudinal joint factor
 - Coating
 - Method of Installation
 - Vents-Number, Size, Location and Height above ground
 - Seals-Both ends, One end
 - Cover (top of tie to top of pipe casing)
 - Cover (other than under tracks)
 - Cover (at ditches)
 - Cathodic protection
 - Type, Size and Spacing of insulators or supports
- e. All underground utility crossings of railroad trackage shall be designed to carry Cooper's E-80 Railroad live loading with diesel impact (*Design Loads* Section Found in AREMA Manual for Railway Engineering, Chapter 8 section 2.2.3). This 80,000-lb. axle load may be distributed laterally a distance of three (3) feet, plus a distance equal to the depth from structure grade line to base of rail, on each side of centerline of single tracks, or centerline of outer track where multiple tracks are to be crossed. In no case shall railroad loading design extend less than ten (10) feet laterally from centerline of track. Longitudinally, the load may be distributed between the five-foot axle spacing of the Cooper configuration.

Railroad loading criteria will also apply where future tracks on BNSF are contemplated, to the extent this information is available.

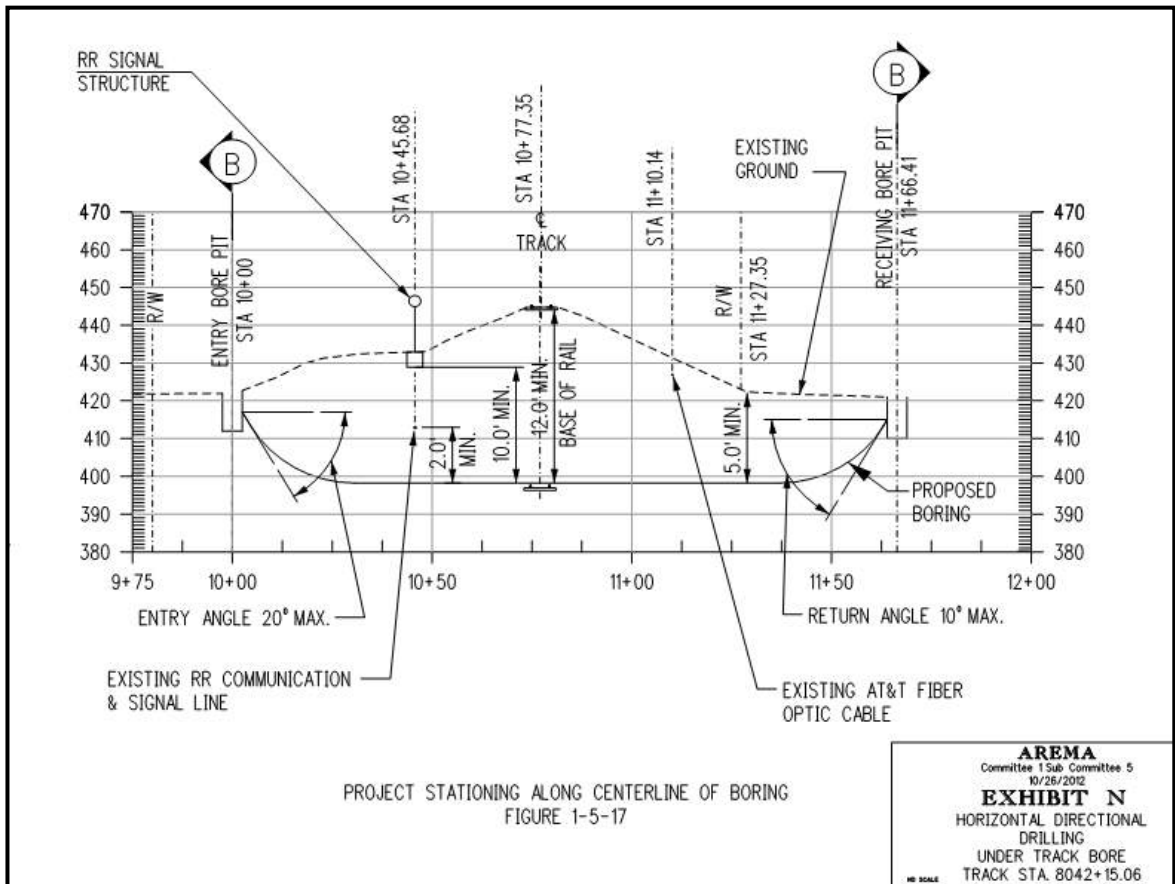
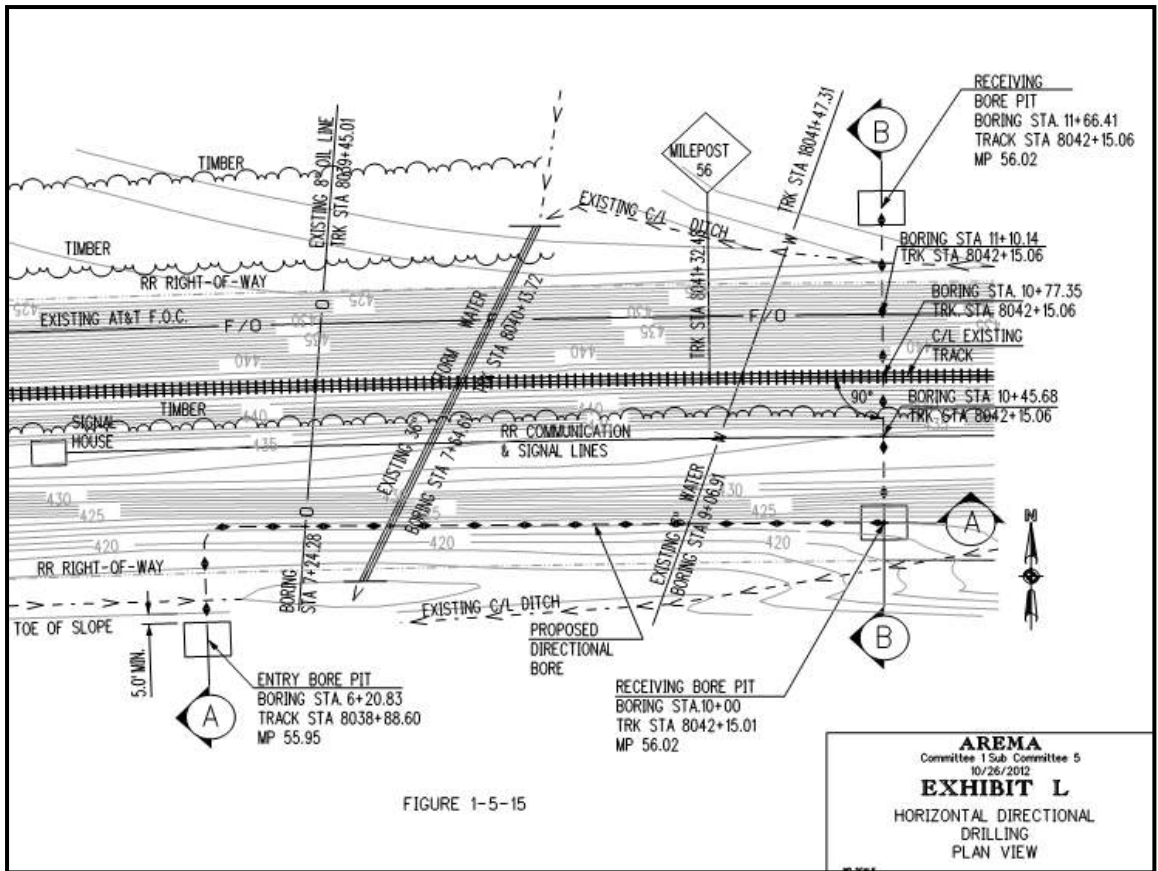
- f. All utilities, except hazardous substances, crossing under ditches and railroad trackage using jacking and dry boring installation should have a minimum depth of cover of six (6) feet below the flowline of the ditch or ground surface and five and one-half (5-1/2) feet from base of rail. For electric lines a minimum depth of three (3) feet below natural grade (BNG) will be maintained for 750 volts and less, and four (4) feet BNG for greater than 750 volts. A minimum depth of four (4) feet BNG for fiber optic cable wirelines is required. In fill sections, the natural ground line at the toe of slope will be considered as ditch grade.



RAILROAD SHORING GUIDE

- i. Jacking/boring pits shall be located outside railroad property when possible at a minimum of thirty (30) feet from the centerline of track and kept to the minimum size necessary. Do not locate the bore pits in the slope of a cut or fill section of the roadbed. Keep the bore pit size to a minimum. Use shoring, temporary or permanent, conforming to the most restrictive of state, OSHA, or AREMA recommended practices in all excavations, where required. Submit shoring plans and calculations, sealed by a Professional Engineer, with application for approval prior to construction.

- ii. All excavations will be attended or protected. Fence, fill or guard each site prior to leaving. Monitor shored excavations continuously during work for signs of instability and failure.
- iii. Under-track bores shall be located greater than 150 feet from the nearest bridge, culvert, track switch, building or other major structure, regardless of commodity or installation method.
- iv. For all jack and bore installations under main and siding tracks, pipelines being the exception, greater than twenty-six (26) inches in diameter, and at a depth of between six (6) and ten (10) feet below top of tie, a geotechnical study will need to be performed to determine the presence of granular material and/or high water table elevation, at the sole expense of the Permittee. The study will include recommendations and a plan for a procedure to prevent failure and a potential collapse of the bore. Generally, core samples are to be taken near the ends of tie at the proposed location, at least as deep as the bottom of the proposed horizontal bore. Test results must be reviewed and approved by BNSF, or its agent, prior to boring activities commencing. BNSF reserves the rights, based on test results, to require the Permittee to select an alternate location, or to require additional engineering specifications be implemented, at the sole expense of the Permittee, in order to utilize existing location.
- v. BNSF Engineering will not need to review projects involving underground crossings of uncased gravity-flow sewer pipelines provided the material is one of the following:
 - 1) Class V reinforced concrete pipe (RCP).
 - 2) Steel pipe with proper wall thickness as prescribed in this policy.
 - 3) HOBAS pipe.
- g. All utility crossings, except hazardous substances, under ditches and railroad trackage using horizontal directional drilling (HDD) installation should have a minimum depth of cover of six (6) feet below the flowline of the ditch or ground surface and ten (10) feet from base of rail. For electric lines a minimum depth of three (3) feet BNG will be maintained for 750 volts and less, and four (4) feet BNG for greater than 750 volts. A minimum depth of four (4) feet below the flowline of the ditch or ground surface for fiber optic cable wirelines is required. In fill sections, the natural ground line at the toe of slope will be considered as ditch grade. Detailed drawings should be included with the application as follows:



- h. Underground installations may be made by open trenching from the property line to the toe of the fill slope in fill sections and to the toe of the shoulder slope in cut sections but to no closer than thirty (30) feet of the centerline of track.
- i. Underground installations crossing or paralleling BNSF that are carrying hazardous material or waste will need to be a minimum of six (6) feet below natural ground / ditches regardless of installation method.
- j. The use of plastic carrier pipe for sewer, water, natural gas and other liquids is acceptable under specific circumstances. The use of plastic pipe is satisfactory if the pipe is designed to meet all applicable federal and state codes, and if the carrier pipe is properly encased within a steel casing pipe per AREMA standards. This casing must extend the full width of the right of way.
- k. If the minimum depth is not attainable because of existing utilities, water table, ordinances, or similar reasons, the line shall be rerouted.
- l. Locations that are considered unsuitable or undesirable are to be avoided. These include deep cuts and in wet or rocky terrain or where it will be difficult to obtain minimum depth.
- m. Manholes should be located outside railroad property, when possible. No manhole may be located in the shoulder, shoulder slope, ditch or backslope, or within twenty-five (25) feet of the centerline of track and shall not protrude above the surrounding ground without approval of BNSF.
- n. Utilities, except temporary water lines, will not be attached to or routed through drainage structures or cattle passes. Utilities are not to be attached to other railroad structures without written approval of the BNSF Structures Department.
- o. Crossings shall not be installed under or within one-hundred and fifty (150) feet of any Railroad bridge, railroad switch/turnout or the centerline of any culvert.
- p. A BNSF signal representative must be present during installation if railroad signals are in the vicinity of wireline crossings unless signal representative authorizes otherwise.
- q. Markers that identify the Utility Owner shall be placed at both property lines for utilities crossing the railroad property. For parallel lines markers shall be placed above the cable at intervals no less than three hundred (300) feet apart. The markers should identify the owner, type of cable and emergency telephone number. A six (6) inch wide warning tape will be installed one (1) foot BNG directly over the underground power line where located on Railroad right-of-way and outside the track ballast sections.
- r. Above-ground utility appurtenances installed as a part of an underground installation shall be located at or near the railroad property line and shall not be any closer than twenty-five (25) feet to the centerline of track.

2. Pipeline Requirements

- a. Pipeline designs are to specify the type and class of material, maximum working pressures and test and design pressure. All pipes are to be constructed per most recently published or regulated standard of the USDOT Hazardous Material Regulation Board.
- b. Pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas and other flammable products shall conform to the requirements of the current AREMA, ANSI/ASME B 31.4 Code for pressure piping - Liquid Petroleum Transportation Piping Systems; ANSI B 31.8 Code for pressure piping - Gas Transmission and Distribution Piping Systems; other applicable ANSI codes and 49 C.F.R. Part 192 – Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards or Part 195 - Transportation of Hazardous Liquids by Pipeline, except that the maximum allowable stress of design of steel pipe shall not exceed the specified minimum yield strength (multiplied by longitudinal joint factor) of the pipe as defined in the ANSI codes.
- c. New and relocated sewer lines shall be constructed with satisfactory joints, materials and designs which will provide protection and resistance to damage from sulfide gases and other corrosive elements to which they may be exposed. Where non-metallic pipe is permitted and installed, a durable metal wire shall be concurrently installed; or other means shall be provided for detection purposes.
- d. Pipelines under railroad tracks and across railroad property shall be encased in a larger pipe or conduit called “casings.” Generally, casings shall extend from right-of-way line to right-of-way line, unless otherwise approved.
- e. Pipelines and casing pipes shall be suitably insulated from underground conduits carrying electric wires on railroad property.
- f. Reinforced concrete pipe, with storm water and sewer being the exception, will need to be encased for a distance as wide as the embankment at the utility crossing. This is to protect against track failure due to joint separation.

3. Encasement of Utilities

- a. Casings are oversized load-bearing conduits or ducts through which a utility is inserted:
 - i. To protect the railroad from damages and to provide for repair, removal and replacement of the utility without interference to railway traffic.
 - ii. To protect the carrier pipe from external loads or shock, either during or after construction.
 - iii. To convey leaking fluids or gases away from the area directly beneath the railroad trackage to a point of venting at the railroad property line.

- iv. Casing may be omitted for **gaseous products only** if the carrier pipe is steel, the wall thickness conforms to E-80 loading shown in the table on page 3-10, and is placed ten (10) feet minimum below the base of rail per AREMA standards.
- v. Casing may be omitted for other products under the following circumstances:
 - (a) When carrier pipe is steel, and the wall thickness conforms to E-80 loading for casing pipe shown in the tables as included in AREMA manual Chapter 1, Part 5 for Utility Crossings. The length of thicker-walled pipe shall extend from railroad right-of-way line to right-of-way line.
 - (b) When steel carrier pipe is coated and cathodically protected.
 - (c) When the depth from base of rail to top of pipe is greater than thirty (30) feet and minimum depth of cover is six (6) feet below the flowline of the ditch or ground surface.
- b. In circumstances where it is not feasible to install encasement from right-of-way line to right-of-way line, casing pipe under railroad tracks and across railroad property shall extend to the greater of the following distances, measured at right angles to the centerline of track:
 - i. Two (2) feet beyond toe of slope.
 - ii. Three (3) feet beyond ditch line.
 - iii. Twenty-five (25) feet from centerline of outside track when casing is sealed at both ends.
 - iv. Forty-five (45) feet from centerline of outside track when casing is open at both ends.
 - v. If additional track is planned for future construction, casing must extend far enough to meet above distances given the additional track requirement.
- c. Pipelines and casing pipe shall be suitably insulated from underground conduits carrying electric wires on railroad property.
- d. Casing pipe and joints shall be made of metal, and of leakproof construction. Casings shall be capable of withstanding the railroad loadings and other loads superimposed upon them.

- e. Wall thickness designations for steel carrier and casing pipe for E-80 loading (including impact) are:

Nominal Diameter (inches)	When coated or cathodically protected Nominal Thickness (inches)
12-3/4 and under	0.188
14	0.188
16	0.219
18	0.250
20 and 22	0.281
24	0.312
26	0.344
28	0.375
30	0.406
32	0.438
34 and 36	0.469
38	0.500
40	0.531
42	0.562
44 and 46	0.594
48	0.625
50	0.656
52	0.688
54	0.719
56 and 58	0.750
60	0.781
62	0.812
64	0.844
66 and 68	0.875
70	0.906
72	0.938

- i. Steel pipe shall be in conformance with ASTM A1097 and of leakproof construction, such as butt welded or interlocking joints which are capable of withstanding railroad loading. Pipe shall have a specified minimum yield strength, SMYS, of at least 35,000 psi (pounds per square inch / 241.317kPa).
- ii. All metallic casing pipes are to be designed for effective corrosion control, long service life and relatively free from routine servicing and maintenance. Corrosion control measures for metallic casing piping must include cathodic protection or coating.
- iii. Cast iron may be used for casing. It shall conform to ANSI A21. The pipe shall be connected with mechanical-type joints. Plain-end pipe shall be connected with compression-type couplings. The strength of the cast iron pipe to sustain external loads shall be computed in accordance with the most current ANSI A21.1 “Manual for the Computation of Strength and Thickness of Cast Iron Pipe.”

- f. The inside diameter of the casing pipe shall be such that the carrier pipe can be removed without disturbing the casing. All joints or couplings, supports, insulators or centering devices for the carrier pipe shall be considered in the selection of the casing diameter.
- g. For flexible casing pipe, a minimum vertical deflection clearance of the casing pipe shall be three percent (3%) of its diameter plus one-half (1/2) inch so that no loads from the roadbed, track, railroad traffic or casing pipe are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the relationship of the casing size to the size of the carrier pipe is:

<u>Diameter of Carrier Pipe</u>	<u>Inside Diameter of Casing Pipe Equals Outside Diameter of Carrier Pipe Plus</u>
0" - 8"	2"
10" - 16"	3-1/4"
Over 16"	4-1/2"

Underground electric and fiber installations must be encased completely across the Railroad right-of-way with a rigid conduit. The conduit can be metal or high-density poly-ethylene (HDPE). Any installations crossing BNSF with multiple duct installations must be in a single casing. Schedule 80 HDPE or SDR-9 pipe is acceptable (with no casing pipe) for use when housing fiber optic lines. A metallic ribbon or wire must be included in the pipe to allow for radio locating later.

4. Casing and Pipeline Installation

- a. Casing and pipeline installations should be accomplished by Horizontal Directional Drilling (HDD) dry jack-and-bore, tunneling or other approved methods. Tunneling construction under tracks will be permitted only under direct supervision of a BNSF Engineer. Tunneling procedures and equipment, as well as structural design, must have BNSF Engineering approval prior to starting any work on BNSF property. Generally, tunneling shall not be considered where less than six (6) feet of cover exists, or where excessively sandy, loose or rocky soils are anticipated.

All utilities, except hazardous substances, crossing under ditches and railroad trackage using jacking and dry boring installation should have a minimum depth of cover of six (6) feet below the flowline of the ditch or ground surface and five and one-half (5-1/2) feet from base of rail. For electric lines a minimum depth of three (3) feet below natural grade (BNG) will be maintained for 750 volts and less, and four (4) feet BNG for greater than 750 volts. A minimum depth of four (4) feet BNG for fiber optic cable wirelines is required. In fill sections, the natural ground line at the toe of slope will be considered ditch grade.

Jacking/boring pits shall be located outside railroad property when possible at a minimum of thirty (30) feet from the centerline of track and kept to the minimum size necessary. Do not locate the bore pits in the slope of a cut or fill section of the

roadbed. Keep the bore pit size to a minimum. Use shoring, temporary or permanent, conforming to the most restrictive of state, OSHA, or AREMA recommended practices in all excavations, where required. Submit shoring plans sealed by a Professional Engineer with application for approval prior to construction.

Under-track bores shall be located greater than 150 feet from the nearest bridge, culvert, track switch, building or other major structure, regardless of commodity or installation method.

All utility crossings, except hazardous substances, under ditches and railroad trackage using horizontal directional drilling (HDD) installation should have a minimum depth of cover of six (6) feet below the flowline of the ditch or ground surface and ten (10) feet from base of rail. For electric lines a minimum depth of three (3) feet BNG will be maintained for 750 volts and less, and four (4) feet BNG for greater than 750 volts. A minimum depth of four (4) feet below the flowline of the ditch or ground surface for fiber optic cable wirelines is required. In fill sections, the natural ground line at the toe of slope will be considered as ditch grade. Detailed drawings should be included with the application.

Rail elevations over the work must be monitored at intervals prescribed by BNSF to detect any track movement. Movements of over one-quarter (1/4) inch vertically shall be immediately reported to the BNSF Roadmaster. Due to the danger to rail traffic that is caused by only small amounts of track movement, BNSF forces may have to be called to surface the track several times. The cost of any work required by BNSF in the repair of track caused by utility installation will be assessed against the Utility Owner.

The following requirements shall apply to these construction methods:

- i. The use of water under pressure jetting or puddling will not be permitted to facilitate boring, pushing or jacking operations. Some boring may require water to lubricate cutter and pipe, and under such conditions, is considered dry boring.
- ii. Where unstable soil conditions exist, boring or tunneling operations shall be conducted in such a manner as not to be detrimental to the railroad being crossed.
- iii. If excessive voids or too large of a bored hole is produced during casing or pipeline installations, or if it is necessary to abandon a bored or tunneled hole, prompt remedial action should be taken by the Utility Owner.
- iv. All voids or abandoned holes caused by boring or jacking are to be filled by pressure grouting. The grout material should be a sand cement slurry with a minimum of two (2) sacks of cement per cubic yard and a minimum of water to assure satisfactory placement.
- v. The hole diameter resulting from bored or tunneled installations shall not exceed the outside diameter of the utility pipe, cable or casing (including coating) by more than one and one-half (1-1/2) inches for pipes with an

inside diameter of twelve (12) inches or less, or two (2) inches on pipes with an inside diameter greater than twelve (12) inches.

- b. Vents. In casing pipe installations, vents are appurtenances by which fluids or gases between carrier and casing may be inspected, sampled, exhausted or evacuated.
 - i. Vents shall be located at the high end of short casings and at both ends of casings longer than one hundred fifty (150) feet.
 - ii. Vent standpipes shall be located and constructed so as not to interfere with maintenance of the railroad or to be concealed by vegetation. Where possible, they shall be marked and located at the property line. The markers shall give the name, address of the owner, and a 24-hour phone number to contact in case of emergency.
 - iii. Casing pipe, when sealed, shall be properly vented. Vent pipes shall be of sufficient diameter, but in no case less than two (2) inches in diameter and shall be attached near each end of casing projecting through ground surface at property lines.

Venting is not required for encased water lines, however, sealing will be required if the ends of the casing are not above the high water table.

Where casing pipe is used on sewer lines, venting and sealing of casing will be required on pressurized lines.

- iv. Vent pipes shall extend not less than four (4) feet above ground surface. Top of vent pipes shall be fitted with a down-turned elbow, properly screened; or a relief valve.
- v. For pipelines carrying flammable materials, vent pipes on casings shall be at least sixteen (16) feet (vertically) from aerial electric wires. Casings shall be suitably insulated from underground conduits carrying electric wires on Railroad right-of-way.

c. Shut-Off Valves

- i. The Utility Owner shall install accessible emergency shut-off valves on each side of the railroad. Locating a shut-off valve on railroad property should be avoided. If approval is acquired, a guardrail must protect the shut-off valve.
- ii. When a guardrail is required, its height shall be four (4) feet above the ground line. All four corner posts shall be driven to a minimum depth of four (4) feet below ground line. There shall be a minimum clearance of two (2) feet from the valve to the guardrail. The steel pipes for the four corner posts and guardrail shall have a minimum diameter of four (4) inches. All joints will be welded with a one-quarter (1/4) inch fillet weld all around.

- iii. Where pipelines are provided with automatic control stations, no additional valves will be required.

5. Abandonment / Removal of Facilities

- a. Upon termination of license the pipeline needs to be removed from BNSF property except for the portion under the track embankment. For pipelines crossing under the tracks the pipe and casing will be cut just short of the toe of embankment slope, purged and filled with a flowable grout.
- b. Portion of abandoned pipe under track embankment to remain in place shall be filled by pressure grouting. The grout material should be a sand cement slurry with a minimum of two (2) sacks of cement per cubic yard and a minimum amount of water to assure satisfactory placement.



APPENDIX



**OVERHEAD INSTALLATION EXAMPLE
APPLICATION PACKET**



Example

APPLICATION FOR PIPELINE or WIRE LINE - CROSSING AND/OR LONGITUDINAL

Jones Lang LaSalle Brokerage, Inc.

ATTN: Permit Services

4200 Buckingham, Suite 110

Fort Worth, TX 76155

We submit for your approval the following specifications for a pipeline or wire line we propose to build across and/or along **BNSF RAILWAY COMPANY'S** right-of-way, as shown on the enclosed location plan and detailed sketch.

Legal name of company/municipality who will own the pipeline/ wire line: ABC Electric

State in which incorporated: TX (If not incorporated, please attach name of owners or partners.) _____

Name of contact for ownership entity: John Smith Phone #: 123-456-7890

E-mail Address: JSmith@ABCElec.com Fax: 123-456-7890

Mailing Address: 1234 S. Main Street, Corinth, TX 76210

Is this project **ARRA** funded? Yes No

Is applicant a condemning authority? Yes No

Is applicant a Railroad Shipper? Yes No

If yes, BNSF Marketing Rep. name: _____ Phone # _____

Was this service requested by BNSF? Yes No

If yes, person requesting service: _____ Phone # _____

Is this installation in conjunction with a track or track expansion project? Yes No

If yes, BNSF contact name: _____ Phone # _____

Is this installation associated with a public road crossing/widening or a grade separation project? Yes No

If yes, please provide details and plans for said crossing/widening or grade separation project with your application.

Type of Encroachment: Crossing Longitudinal Both

Name of nearest town on RR Rhome County Wise State TX

Name of nearest roadway crossing RR? CR 4925

Location of Encroachment: NW 1/4 Section 6 Township 106N Range 52W

Railroad Mile Post 20.49 Latitude 32°59'56.28"N Longitude 97°25'5.44"W

Within limits of public road or street? Yes No If yes, distance from center line of road: 48 ft.

Width of public road or street: 30 ft. Width of Public Road Right-of-Way: 30 ft.

PIPELINE:

(Note: For wire line see pg. 2)

Contents to be handled through pipeline: _____

	<u>CARRIER</u>	<u>CASING</u>
Length of pipe on RR property (plastic pipe must be encased full width of ROW)	ft.	ft.
Inside diameter of pipe	in.	in.
Pipe Material		
Specification & grade (Minimum yield strength casing 35,000 psi)		
Wall thickness (minimum wall thickness of casing pipe under 14 in. – 0.188 in E-80 Loading)		
Actual working pressure		
Type of Joint	Mechanical <input type="checkbox"/> Welded <input type="checkbox"/>	Mechanical <input type="checkbox"/> Welded <input type="checkbox"/>

CARRIER**CASING**

Coating		
Distance from base of rail to top of pipe (Flammable contents, steam, water or non-flammable – minimum 5 ½ ft. under main track) (uncased gaseous products – minimum 10' under track)		
Minimum ground cover on RR property (minimum 3 ft.)		
Cathodic protection casing (flammable substance)		

Type of insulators or support: _____ Size: _____ Space: _____
 Number of Vents (flammable substances require 2 vents) _____ Size: _____ Height Above Ground: _____

Does pipeline support an oil or gas well? Yes No
 If yes, distance from RR property. _____ ft. Name of well: _____

Method of Crossing:

Jacking/Dry Bore
 (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)

Trench
 (RR to furnish flagman at applicant's expense)

Horizontal Directional Drilling (HDD)
 (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)

If installation is via Horizontal Direction Drilling (HDD) - Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A BNSF Flagman must be present during installation and will monitor the ballast and roadbed.

WIRE LINE:

Kind of encroachment: Electric Communication If other, describe: _____
 Type of wires/cables: 6A Copper # of wires or cables: 2 Existing Volts 14.4 / 24.9 Phase Single Cycles 60 Hz
 Conduits:
 Occupied conduits: N/A Vacant conduits: N/A Total Conduits: N/A
 Length of encroachment: 245' Adjacent spans: 376 ft. 188 ft.
 Appurtenances on RR Co. property: N/A
 Wire clearance over or under top of rail: 31' 3" ft. over or _____ ft. under
 If under track: kind of conduit N/A size of conduit N/A
 Wire clearance over RR Co. wire lines: N/A

POLES

Kind: 2 - Wood Size: _____
 Height: 50' / 55' Class: 2 - HI
 Set in: Earth Rock
 Number of poles on RR property: 0
 Distance of poles from track: SEE EXHIBIT

GUY WIRES

Overhead yes Down yes
 Kind Concrete Pole 212 acting as guy & Pole 259A with 3/8" Size 3/8" Steel Down Guy Wires

CROSS ARMS

Material: Fiberglass
 Size: (4) 3-5/8" x 4-5/8" x 8' stacked

Example

FRONT ELEVATION

INSULATORS

Material: Polymer Deadend Belk
Type: Dead-End Suspension Size: 8' Stacked

BRACKETS

Material: N/A
Type: N/A Size: N/A

CONDUCTORS

Material: New ACSR
Type: Stranded Size: 477 (Hawk)

SIDE ELEVATION

LINE CHARACTERISTICS

Voltage: 14.4 / 24.9 Phase: 3 Cycle: 60 Hz

I agree that I have read the instructions for the installation of wire lines as detailed in the *Utility Accommodation Policy*.

Attached to this sheet is a location plan and a detailed sketch. Sketch should show tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure.

Please authorize us to proceed with this installation or advise what changes are necessary to meet BNSF's specifications.

Date: _____

Signed: _____

Print Name: _____

Company: _____

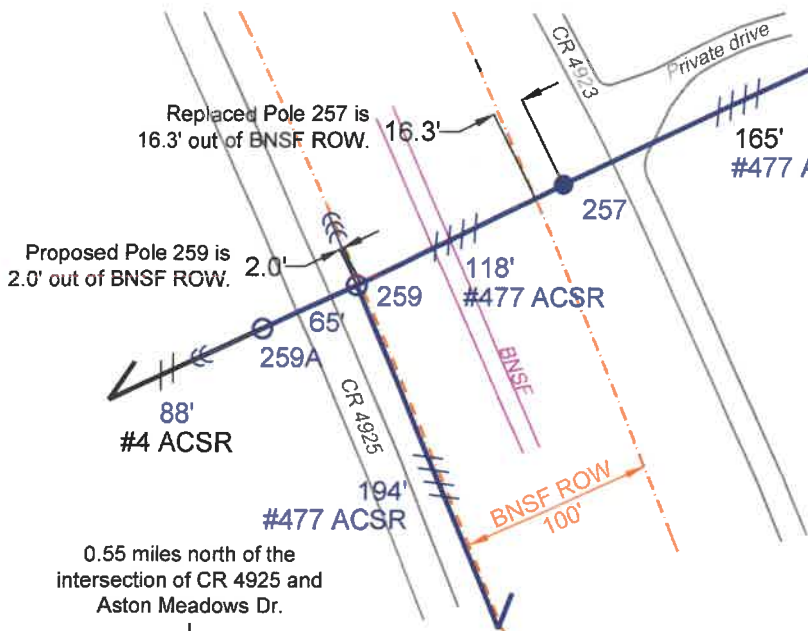
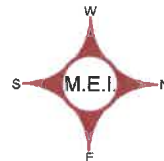
Title: _____

Phone #: _____ Fax: _____

If you require additional assistance, please contact your [Jones Lang LaSalle Brokerage, Inc.](#) representative.

Example

Approximately 0.49 miles
northwest of BNSF mile marker 20



212 (LT 50°07')
CONCRETE POLE

165'
#477 ACSR

Replaced Pole 257 is
16.3' out of BNSF ROW.

Proposed Pole 259 is
2.0' out of BNSF ROW.

118'
#477 ACSR

88'
#4 ACSR

194'
#477 ACSR

100'
BNSF ROW

0.55 miles north of the
intersection of CR 4925 and
Aston Meadows Dr.

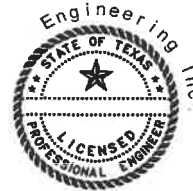
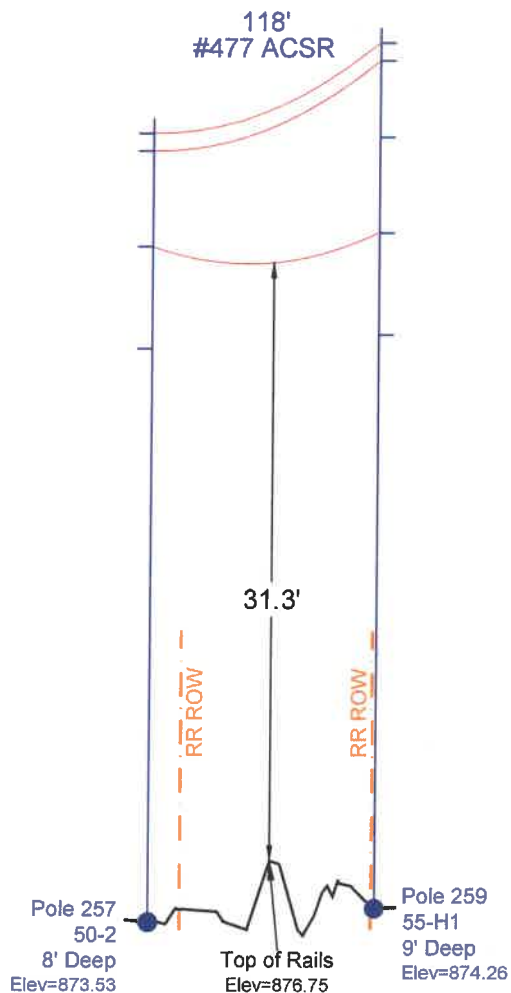
PLAN
1" = 100'

LEGEND

- EXISTING POLE LOCATION
- PROPOSED POLE IN EXISTING LOCATION
- EXISTING SINGLE-PHASE CIRCUIT
- PROPOSED THREE-PHASE CIRCUIT
- EXISTING GUY LOCATION
- RAILROAD RIGHT-OF-WAY
- BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD

PROFILE
H: 1" = 100'
V: 1" = 10'

#477 ACSR
215' RS - 3900#
120°/Final
(0.656/955)



THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY

NOT VALID UNLESS SIGNED.
ALTERATION OF A SEALED DOCUMENT WITHOUT
PROPER NOTIFICATION TO THE RESPONSIBLE
ENGINEER IS AN OFFENSE UNDER THE
TEXAS ENGINEERING PRACTICE ACT.

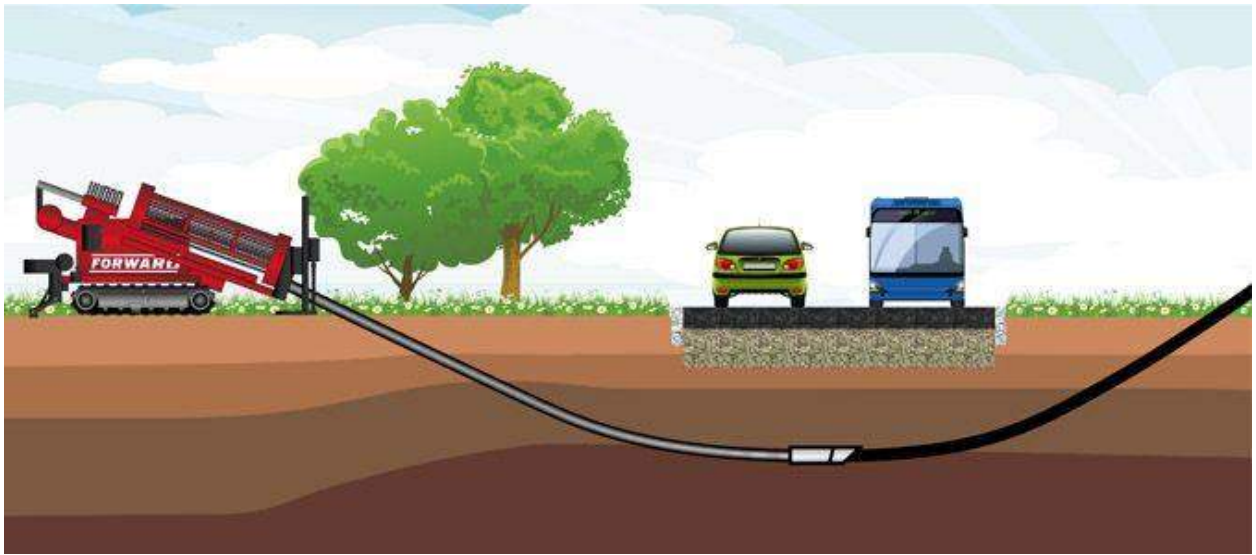
**APPROVED
FOR CONSTRUCTION**

Example



See schematic for dimensions for existing / proposed pole locations

Example



**UNDERGROUND INSTALLATION
HORIZONTAL DIRECTIONAL
DRILLING (HDD) EXAMPLE
APPLICATION PACKET**



Example

APPLICATION FOR PIPELINE or WIRE LINE - CROSSING AND/OR LONGITUDINAL

Jones Lang LaSalle Brokerage, Inc.

ATTN: Permit Services

4200 Buckingham, Suite 110
Fort Worth, TX 76155

We submit for your approval the following specifications for a pipeline or wire line we propose to build across and/or along **BNSF RAILWAY COMPANY'S** right-of-way, as shown on the enclosed location plan and detailed sketch.

Legal name of company/municipality who will own the pipeline/ wire line: ABC Energy Corporation
State in which incorporated: IL (If not incorporated, please attach name of owners or partners.) _____
Name of contact for ownership entity: John Smith Phone #: 123-456-7890
E-Mail Address: JSmith@ABCenergy.com Fax: 123-456-7890
Mailing Address: 12345 Main St., St. Louis, MO 63166

Is this project **ARRA** funded? Yes No
Is applicant a condemning authority? Yes No
Is applicant a Railroad Shipper? Yes No
If yes, BNSF Marketing Rep. name: _____ Phone # _____
Was this service requested by BNSF? Yes No
If yes, person requesting service: _____ Phone # _____
Is this installation in conjunction with a track or track expansion project? Yes No
If yes, BNSF contact name: _____ Phone # _____
Is this installation associated with a public road crossing/widening or a grade separation project? Yes No
If yes, please provide details and plans for said crossing/widening or grade separation project with your application.

Type of Encroachment: Crossing Longitudinal Both
Name of nearest town on RR Lewiston County Fulton State IL
Name of nearest roadway crossing RR? Patton Ave.
Location of Encroachment: _____ 1/4 Section 22 Township 5N Range 3E
Railroad Mile Post _____ Latitude 40.400058 Longitude -90.149968
Within limits of public road or street? Yes No If yes, distance from center line of road: 15 ft.
Width of public road or street: 40 ft. Width of Public Road Right-of-Way: _____ ft.

PIPELINE:
(Note: For wire line see pg. 2)

Contents to be handled through pipeline: Natural Gas in a Gaseous State

	<u>CARRIER</u>	<u>CASING</u>
Length of pipe on RR property (plastic pipe must be encased full width of ROW)	100 ft.	100 ft.
Inside diameter of pipe	3.682 in.	7.981 in.
Pipe Material	Plastic	Steel
Specification & grade (Minimum yield strength casing 35,000 psi)	2406 PE	SCH 40
Wall thickness (minimum wall thickness of casing pipe under 14 in. – 0.188 in E-80 Loading)	0.409 in	0.322 in
Actual working pressure	60 psig	
Type of Joint	Mechanical <input type="checkbox"/> Welded <input checked="" type="checkbox"/>	Mechanical <input type="checkbox"/> Welded <input checked="" type="checkbox"/>

	<u>CARRIER</u>	<u>CASING</u>
Coating		
Distance from base of rail to top of pipe (Flammable contents, steam, water or non-flammable – minimum 5 ½ ft. under main track) (uncased gaseous products – minimum 10' under track)	9 ft 6 in	10 ft
Minimum ground cover on RR property (minimum 3 ft.)	6 ft	6 ft
Cathodic protection casing (flammable substance)		

Type of insulators or support: _____ Size: _____ Space: _____
 Number of Vents (flammable substances require 2 vents) _____ Size: _____ Height Above Ground: _____

Does pipeline support an oil or gas well? Yes No
 If yes, distance from RR property. _____ ft. Name of well: _____

Method of Crossing:

Jacking/Dry Bore
 (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)

Trench
 (RR to furnish flagman at applicant's expense)

Horizontal Directional Drilling (HDD)
 (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)

If installation is via Horizontal Direction Drilling (HDD) - Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A BNSF Flagman must be present during installation and will monitor the ballast and roadbed.

WIRE LINE:

Kind of encroachment: Electric Communication If other, describe: _____
 Type of wires/cables: _____ # of wires or cables: _____ Volts _____ Phase _____ Cycles _____
 Conduits: _____
 Occupied conduits: _____ Vacant conduits: _____ Total Conduits: _____
 Length of encroachment: _____ Adjacent spans: _____ ft. _____ ft.
 Appurtenances on RR Co. property: _____
 Wire clearance over or under top of rail: _____ ft. over or _____ ft. under
 If under track: kind of conduit _____ size of conduit _____
 Wire clearance over RR Co. wire lines: _____

POLES

Kind: _____ Size: _____
 Height: _____ Class: _____
 Set in: Earth Rock
 Number of poles on RR property: _____
 Distance of poles from track: _____

GUY WIRES

Overhead _____ Down _____
 Kind _____ Size _____

CROSS ARMS

Material: _____
 Size: _____ x _____ x _____

Example

FRONT ELEVATION

INSULATORS

Material: _____

Type: _____ Size: _____

BRACKETS

Material: _____

Type: _____ Size: _____

CONDUCTORS

Material: _____

Type: _____ Size: _____

SIDE ELEVATION

LINE CHARACTERISTICS

Voltage: _____ Phase: _____ Cycle: _____

I agree that I have read the instructions for the installation of wire lines as detailed in the *Utility Accommodation Policy*.

Attached to this sheet is a location plan and a detailed sketch. Sketch should show tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure.

Please authorize us to proceed with this installation or advise what changes are necessary to meet BNSF's specifications.

Date: _____

Signed: _____

Print Name: _____

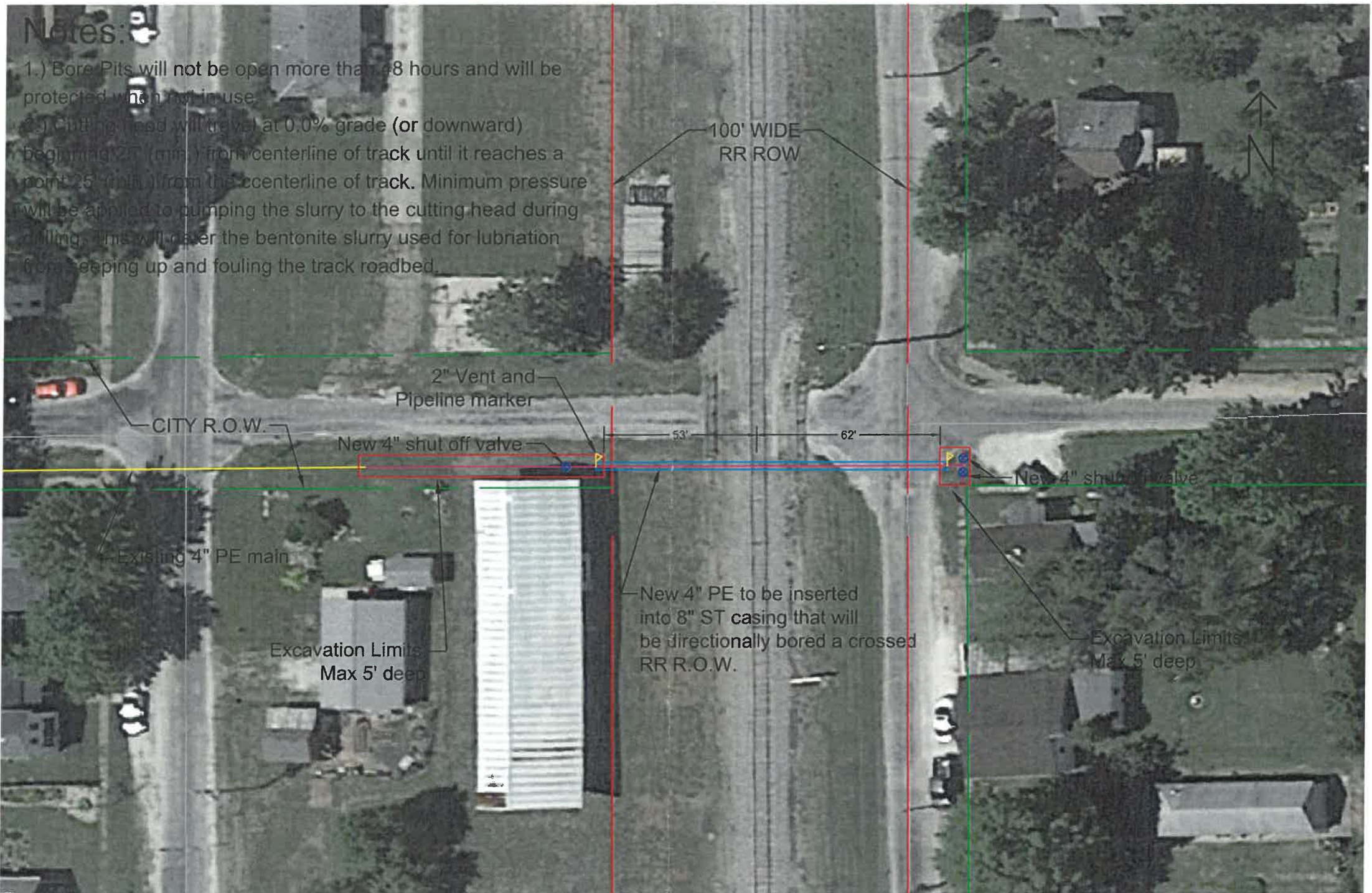
Company: _____

Title: _____

Phone #: _____ Fax: _____

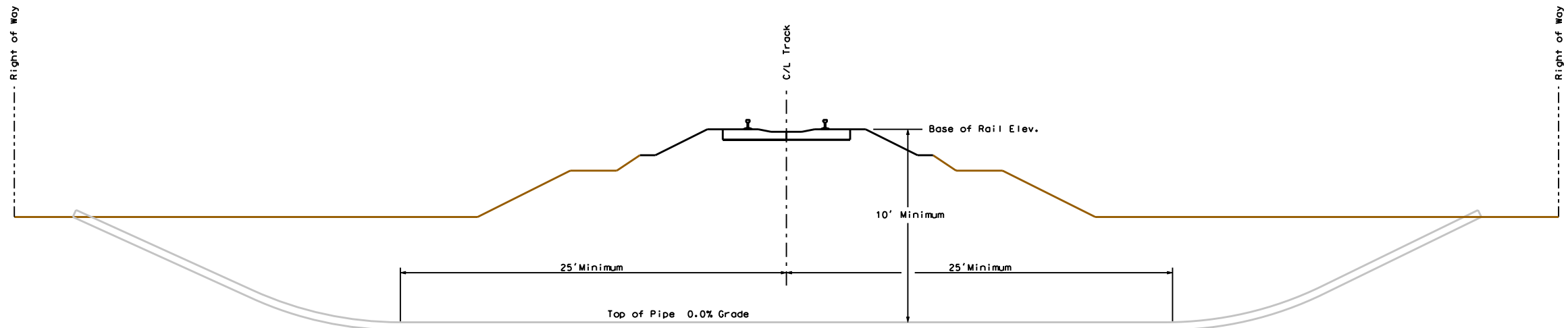
If you require additional assistance, please contact your [Jones Lang LaSalle Brokerage, Inc.](#) representative.

Example



Example





Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed.

The plans submitted with the application must show the planned travel path of the cutting head.

A BNSF Flagman must be present during installation and will monitor the ballast and roadbed.



APPROVALS	TITLE	DATE	REVISIONS		DATE	BY	DATE: 06/20/08	HORIZONTAL DIRECTIONAL DRILLING STANDARDS NOT TO SCALE
			NO.	DESCRIPTION	9/19/08	JRC	LS/mp:	
			1	Added "minimum" to distance from track			DIVISION:	
							SUBD:	
							\utilacom\hdd.dgn	
			DESIGNED:	ENGINEERING SERVICES www.bnsf.com/tools/fieldengineering/Index	FILE NO.			
			DRAWN:		RFA / AFE NO.			
			CHECKED:		STATUS			



A-8



**UNDERGROUND INSTALLATION JACK
AND BORE EXAMPLE APPLICATION
PACKET**



Example

APPLICATION FOR PIPELINE or WIRE LINE - CROSSING AND/OR LONGITUDINAL

Jones Lang LaSalle Brokerage, Inc.

ATTN: Permit Services

4200 Buckingham, Suite 110

Fort Worth, TX 76155

We submit for your approval the following specifications for a pipeline or wire line we propose to build across and/or along **BNSF RAILWAY COMPANY'S** right-of-way, as shown on the enclosed location plan and detailed sketch.

Legal name of company/municipality who will own the pipeline/ wire line: City of Waxahachie
 State in which incorporated: TX (If not incorporated, please attach name of owners or partners.) _____
 Name of contact for ownership entity: John Smith Phone #: 123-456-7890
 EMail Address: JSmith@Waxahachie.com Fax: 123-456-7890
 Mailing Address: 101 Main Street, Waxahachie, TX 75165

Is this project **ARRA** funded? Yes No
 Is applicant a condemning authority? Yes No
 Is applicant a Railroad Shipper? Yes No
 If yes, BNSF Marketing Rep. name: _____ Phone # _____
 Was this service requested by BNSF? Yes No
 If yes, person requesting service: _____ Phone # _____
 Is this installation in conjunction with a track or track expansion project? Yes No
 If yes, BNSF contact name: _____ Phone # _____
 Is this installation associated with a public road crossing/widening or a grade separation project? Yes No
 If yes, please provide details and plans for said crossing/widening or grade separation project with your application.

Type of Encroachment: Crossing Longitudinal Both
 Name of nearest town on RR Waxahachie County Ellis State TX
 Name of nearest roadway crossing RR? Flat Street
 Location of Encroachment: _____ 1/4 Section _____ Township _____ Range _____
 Railroad Mile Post 270.77 Latitude 32.3823912 Longitude -96.8473435
 Within limits of public road or street? Yes No If yes, distance from center line of road: 6 ft.
 Width of public road or street: 24 ft. Width of Public Road Right-of-Way: 60 ft.

PIPELINE:

(Note: For wire line see pg. 2)

Contents to be handled through pipeline: Water

	<u>CARRIER</u>	<u>CASING</u>
Length of pipe on RR property (plastic pipe must be encased full width of ROW)	82 ft.	82 ft.
Inside diameter of pipe	8 in.	18 in.
Pipe Material	PVC	Steel
Specification & grade (Minimum yield strength casing 35,000 psi)	DR-18	35,000 PSI (MIN)
Wall thickness (minimum wall thickness of casing pipe under 14 in. – 0.188 in E-80 Loading)	1 in.	0.25" (MIN)
Actual working pressure	150 PSI (Pressure Class)	
Type of Joint	Mechanical <input checked="" type="checkbox"/> Welded <input type="checkbox"/>	Mechanical <input type="checkbox"/> Welded <input checked="" type="checkbox"/>

	<u>CARRIER</u>	<u>CASING</u>
Coating		
Distance from base of rail to top of pipe (Flammable contents, steam, water or non-flammable – minimum 5 ½ ft. under main track) (uncased gaseous products – minimum 10' under track)	8.3 ft.	7.9 ft.
Minimum ground cover on RR property (minimum 3 ft.)	7.4 ft.	6.9 ft.
Cathodic protection casing (flammable substance)	No	Yes

Type of insulators or support: _____ Size: _____ Space: _____
 Number of Vents (flammable substances require 2 vents) _____ Size: _____ Height Above Ground: _____

Does pipeline support an oil or gas well? Yes No
 If yes, distance from RR property. _____ ft. Name of well: _____

Method of Crossing:

Jacking/Dry Bore
 (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)

Trench
 (RR to furnish flagman at applicant's expense)

Horizontal Directional Drilling (HDD)
 (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)

If installation is via Horizontal Direction Drilling (HDD) - Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A BNSF Flagman must be present during installation and will monitor the ballast and roadbed.

WIRE LINE:

Kind of encroachment: Electric Communication If other, describe: _____
 Type of wires/cables: _____ # of wires or cables: _____ Volts _____ Phase _____ Cycles _____
 Conduits: _____
 Occupied conduits: _____ Vacant conduits: _____ Total Conduits: _____
 Length of encroachment: _____ Adjacent spans: _____ ft. _____ ft.
 Appurtenances on RR Co. property: _____
 Wire clearance over or under top of rail: _____ ft. over or _____ ft. under
 If under track: kind of conduit _____ size of conduit _____
 Wire clearance over RR Co. wire lines: _____

POLES

Kind: _____ Size: _____
 Height: _____ Class: _____
 Set in: Earth Rock
 Number of poles on RR property: _____
 Distance of poles from track: _____

GUY WIRES

Overhead _____ Down _____
 Kind _____ Size _____

CROSS ARMS

Material: _____
 Size: _____ x _____ x _____

Example

FRONT ELEVATION

INSULATORS

Material: _____

Type: _____ Size: _____

BRACKETS

Material: _____

Type: _____ Size: _____

CONDUCTORS

Material: _____

Type: _____ Size: _____

SIDE ELEVATION

LINE CHARACTERISTICS

Voltage: _____ Phase: _____ Cycle: _____

I agree that I have read the instructions for the installation of wire lines as detailed in the *Utility Accommodation Policy*.

Attached to this sheet is a location plan and a detailed sketch. Sketch should show tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure.

Please authorize us to proceed with this installation or advise what changes are necessary to meet BNSF's specifications.

Date: _____

Signed: _____

Print Name: _____

Company: _____

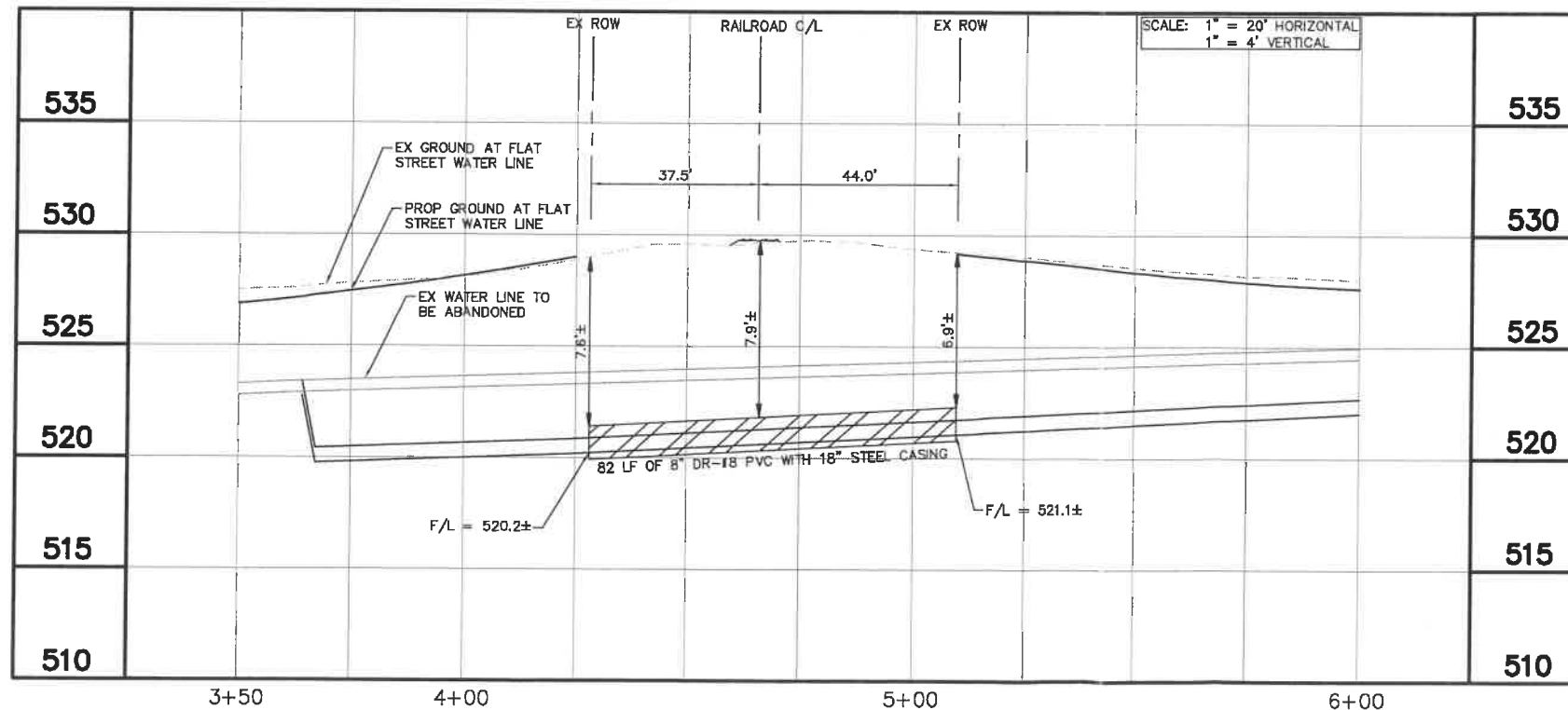
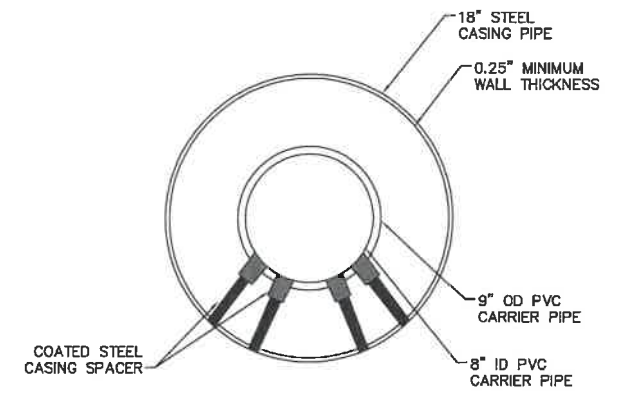
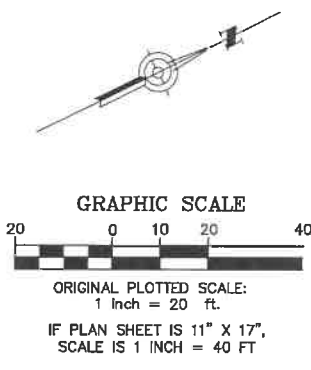
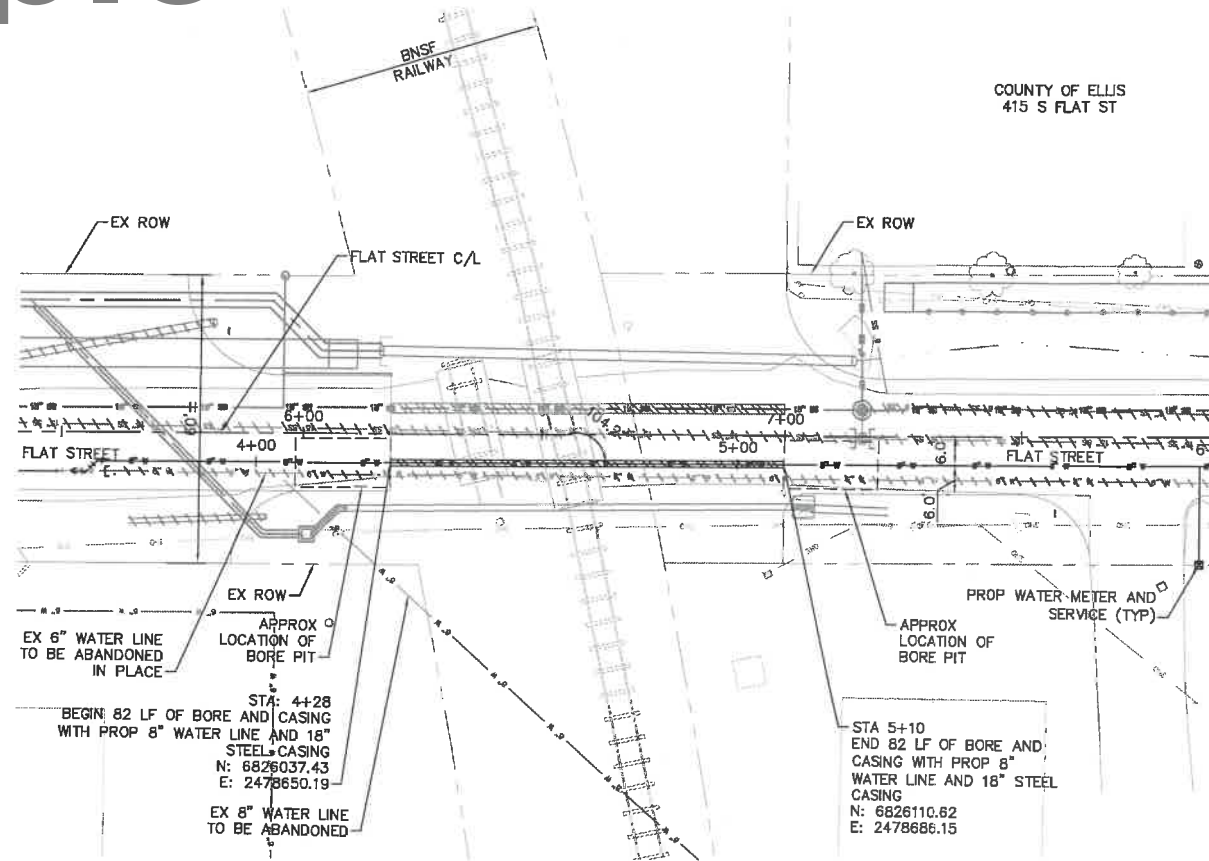
Title: _____

Phone #: _____ Fax: _____

If you require additional assistance, please contact your [Jones Lang LaSalle Brokerage, Inc.](#) representative.

Example

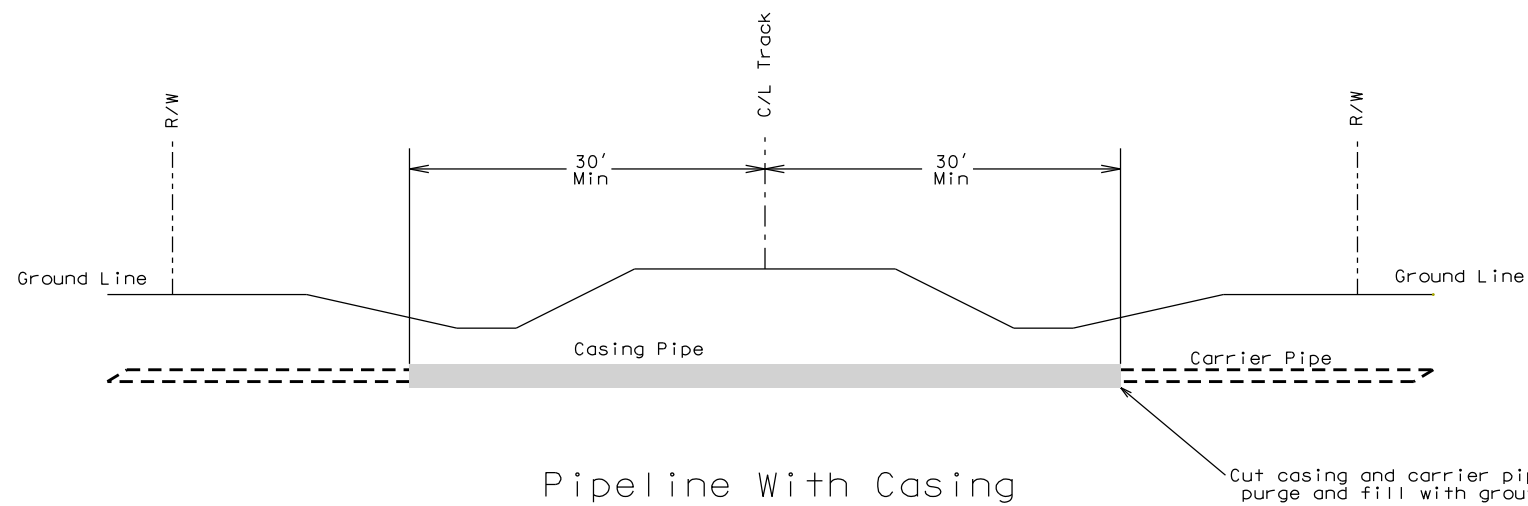
Example



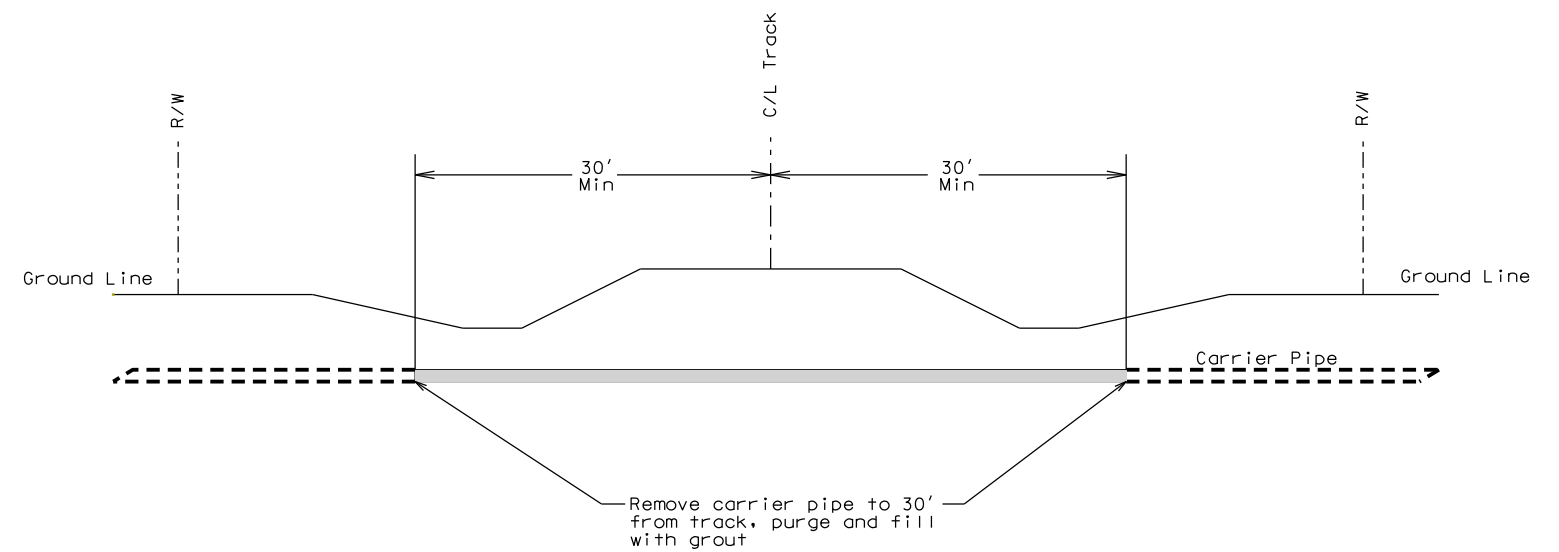


See schematic / plan sheet for dimensions

Example



Pipeline With Casing



Pipeline Without Casing

Upon termination all pipelines and casings will be removed entirely from BNSF property up to the toe of track embankment, but no closer than 30' from centerline of track.

APPROVALS - (NAME - TITLE)	DATE	APPROVALS - (NAME - TITLE)	DATE



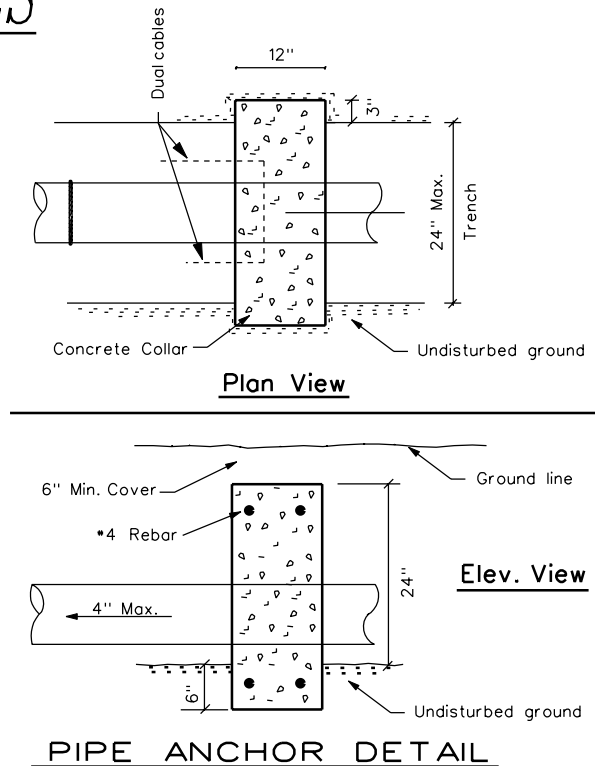
RETIREMENT/REMOVAL OF PIPELINES ON BNSF PROPERTY

REVISIONS			
NO.	DESCRIPTION	DATE	BY

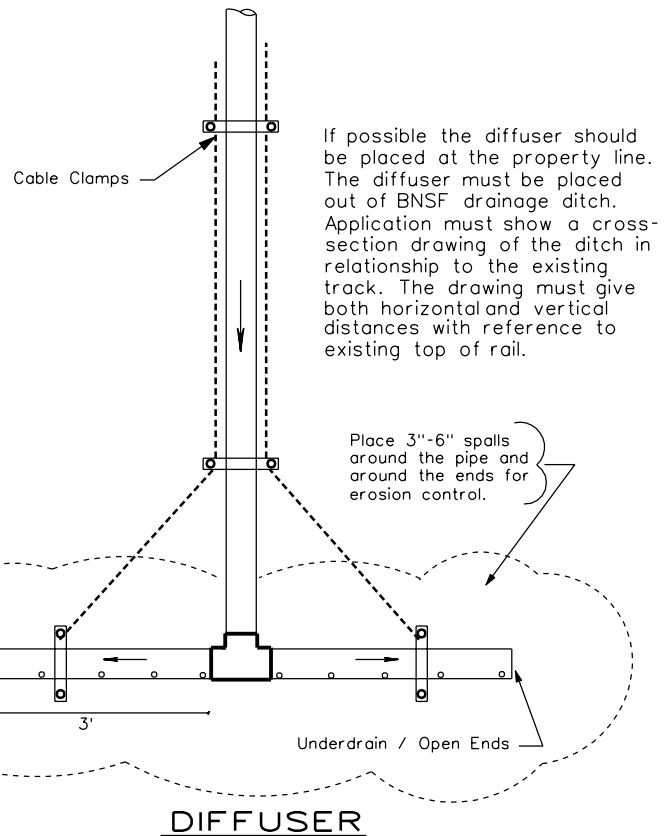
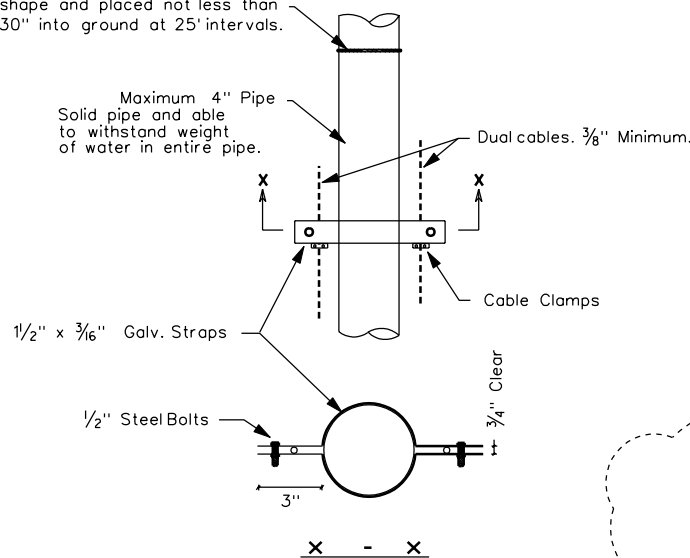
DRAINS FOR STEEP SLOPES

Installation of the pipeline will be difficult due to the slope in which the pipe will be laid. Any damage to the slope due to construction must be repaired to its original condition. A large load on the concrete anchor which supports the pipe at the top of the slope will result due to this installation. This anchor should be moved as far away from the face of the slope as possible to maximize its support capability. The pipeline should be designed to withstand the weight of the water within the pipe.

See details below commonly used to support and hold the pipe in place, which should be used for this installation. If the pipeline fails, it will be the owners responsibility to reinstall the pipeline. If damage occurs to railway property due to the failure of the pipeline, the property owner will be responsible for damages. The property owner must not deposit grass clippings, yard waste, trees or other debris on the slope at any time.



#4 U-shaped rebar bent to pipe shape and placed not less than 30" into ground at 25' intervals.



NOT TO SCALE

DEFINITION OF TERMS

The terminology used in this Policy strives for conventional meaning and to insure uniform interpretation. To this end, the following definitions apply:

ACCESS CONTROL: Restriction of access to and from abutting lands to railroad property.

AREMA: American Railroad Engineering and Maintenance of Way Association.

ANSI: American National Standard Institute.

ASTM: American Society for Testing and Materials.

BACKFILL: Replacement of soil around and over an underground utility facility.

BORING: Piercing a hole under the surface of the ground without disturbing the earth surrounding the hole. Boring may be accomplished by any approved manner. Water jetting or puddling will not be permitted. Holes may be mechanically bored and cased using a cutting head and continuous auger mounted inside of the casing. Small diameter holes may be augured and the casing or utility facility pushed in later.

BNSF: Burlington Northern and Santa Fe Railway Company.

BURY: Placement of the utility facility below grade of roadway, ditch or natural ground to a specified depth.

CARRIER: Pipe directly enclosing a transmitted fluid (liquid or gas).

CASING: A larger pipe enclosing a carrier.

CFR: Code of Federal Regulations.

COATING: Material applied to or wrapped around a pipe.

COMMUNICATION LINE: Fiber optic, telephone cable and similar lines, not exceeding four hundred (400) volts to ground or seven hundred fifty (750) volts between any two (2) points of the circuit, the transmittal power of which does not exceed one hundred fifty (150) watts.

CONDUIT OR DUCT: An enclosed tubular runway for protecting wires or cables.

COVER: The depth of material placed over a utility. Depth of cover is measured from top of utility casing or carrier pipe (if no casing is required) to the natural ground line or construction line above the utility.

DIRECT BURIAL: Installing a utility underground without encasement, by plowing or trenching. No rail plows will be permitted.

ELECTRIC SUPPLY: Electric light, power supply, and trolley lines, irrespective of voltage used for transmitting a supply of electrical energy.

ENCASEMENT: Structural element surrounding a pipe or cable.

FLEXIBLE PIPE: A plastic, fiberglass, or metallic pipe having a large ratio of diameter to wall thickness that can be deformed without undue stress. Copper or aluminum pipe shall be considered as flexible pipe.

GROUNDING: Connected to the earth or to some extended conducting bodies which intentionally or accidentally is connected with the earth.

GROUT: A cement mortar or slurry of fine sand or clay as conditions govern.

HORIZONTAL DIRECTIONAL DRILLING: A steerable trenchless method of installing underground pipes, conduits and cables in a shallow arc along a prescribed bore path by using a surface launched drilling rig, with minimal impact on the surrounding area.

JACK-AND-BORE: The installation method whereby the leading edge of the jacked pipe is well ahead of the cutting face of the auger bit. The auger is removing waste from inside the pipe as it is being jacked. This method greatly reduces the likelihood of subsidence of granular material during installation.

JACKING: The installation of small pipes by the use of hydraulic jacks or rams to push the pipe under the traveled surface of a road, railroad roadbed, or other facility.

LICENSE:

UTILITY LICENSE AGREEMENTS are executed for all utility facilities located on railroad property.

MANHOLE: An opening to an underground utility system which workmen or other may enter for the purpose of maintaining, inspecting, or making installations.

NATURAL GAS PIPELINES:

DISTRIBUTION SYSTEM - A pipeline other than a gathering or transmission line.

SERVICE LINE - A distribution line that transports gas from a common source of supply to a customer meter.

TRANSMISSION SYSTEM - A pipeline other than a gathering line that transports gas from a gathering line or storage facility to a distribution center or storage facility. It operates at a hoop stress of twenty percent (20%) or more of the Specified Minimum Yield Strength.

NORMAL: Crossing at a right angle.

PERMITS:

PERMIT TO BE ON BNSF PROPERTY FOR UTILITY SURVEY is to be executed prior to all survey work on railroad property.

PIPE: A tubular product made as a production item for sale as such. Cylinders formed from plate in the course of fabrication of auxiliary equipment are not pipes as defined here.

PRESSURE: Relative internal pressure in PSI (pounds per square inch) gauge.

PRIVATE LINES: Any privately owned facilities which convey or transmit the commodities outlined under the definition for Utilities but are devoted exclusively to private use.

PUBLIC LINES: Those facilities which convey or transmit the commodities outlined under the definition for Utilities and directly or indirectly serve the public or any part thereof.

RIGHT OF WAY: A general term denoting land, property of interest therein, usually in a strip, acquired for or devoted to railroad transportation purposes.

SEAL: A material placed between the carrier pipe and casing to prevent the intrusion of water, where ends of casing are below the ground surface.

SHOULDER: That portion of the roadbed outside the ballast.

TRENCHED: Installed in a narrow excavation.

TUNNELING: Excavating the earth ahead of a large diameter pipe by one or more of the following processes: 1) The earth ahead of the pipe will be excavated by men using hand tools while the pipe is pushed through the holes by means of jacks, rams or other mechanical devices, 2) The excavation is carried on simultaneously with the installation of tunnel liner plates, and/or 3) The tunnel liner plates are installed immediately behind the excavation as it progresses and are assembled completely away from the inside.

UTILITY OWNER: All privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water and other similar commodities, including fire and police signal systems and street lighting systems which directly or indirectly serve the public.