R O Anderson

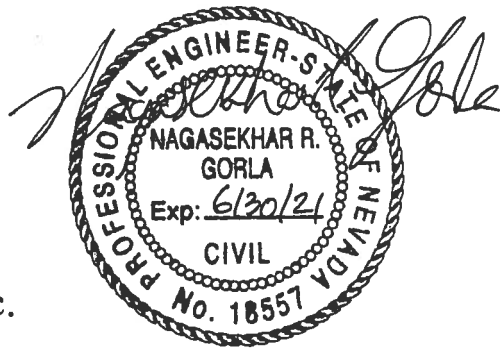
**Project Manual**

# Dayton Valley Conservation District: 2019 Carson River Bank Stabilization Project PWP – LY-2019-291

Prepared for

**Dayton Valley Conservation District**

**July 30, 2019**




July 30, 2019

Prepared by

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# DIVISION 1
# ADVERTISEMENT FOR BIDS

# ADVERTISEMENT FOR BID

Dayton Valley Conservation District: 2019 Carson River Bank Stabilization Project

## ARTICLE - RECEIPT OF BIDS

1.01 Separate and sealed bids for Dayton Valley Conservation District: 2019 Carson River Bank Stabilization Project will be received for Dayton Valley Conservation District represented by Shaker Gorla, P.E., CFM, Engineer of Record.

1.02 Bids will be received at 1603 Esmeralda Avenue, Minden, Nevada 89423, Issuing Office, until **Monday, August 19, 2019 at 2:00 p.m.**, and shortly thereafter the bids will be opened publicly and read aloud. The apparent low bidder will be announced at the bid opening on **August 19, 2019**.

1.03 The Engineer will make a recommendation for award on **August 19, 2019**.

1.04 It is anticipated that the recommendation for award will be considered by the Owner at a regularly scheduled meeting of the Dayton Valley Conservation District on **August 27, 2019**.

A. Any bidder may appeal a pending bid award prior to award by Owner in accordance with Article 24 of the Instruction to Bidders within five (5) days after the bid opening which will be no later than **August 23, 2019.**

## ARTICLE 2 – GENERAL DESCRIPTION OF WORK

2.01 The Work includes, but is not necessarily limited to, construction of rock toe protection rip rap, rock refusal trench, mass on-site earth movement and bioengineering stabilization, etc. An alternate bid item to install stream barbs may be included in the final work order. The Engineer's Estimate of Probable Construction Costs is estimated to be $300,000 to $450,000. The Public Works Project Number is PWP-LY-2019-291.

## ARTICLE 3 – TYPE OF BID

3.01 Stipulated lump sum price.

3.02 The Prevailing Wage Rate as established by the State Labor Commission shall be paid on projects with a contract price of $100,000 or more. The State Labor Commissioner has assigned Public Works Project Number **LY-2019-291** to this project.

3.03 NRS 338.147 provides for a 5 percent bidder preference to bidders who qualify for the preference. The requirements for the preference are detailed in the contract documents.

## ARTICLE 4 – DOUCMENT EXAMINATION AND PROCUREMENTS

4.01 The Bidding and Contract Documents may be examined at the following locations:

- R.O. Anderson Engineering, Inc.
  1603 Esmeralda Avenue
  Minden, NV 89423
- SIERRA CONTRACTOR'S SOURCE
  860 Maestro Drive
  Reno, NV 89511
  (775) 329-7222
- http://www.roanderson.com/bid-documents/

4.02 Copies of the Bidding and Contract Documents may be purchased from the Issuing Office which is as follows:

R.O. Anderson Engineering, Inc.
1603 Esmeralda Avenue
Minden, NV 89423
(775) 782.2322

4.03 The Cost of Bidding and Contract Documents is:

1. Each hard copy set of Bidding and Contract Documents with full size drawings: $50.00

**ARTICLE 5 – BID SECURITY**

5.01 Each Bid shall be accompanied by bid security as described in the INSTRUCTIONS TO BIDDERS.

5.02 No proposal will be considered unless accompanied by a bid security in the form of a Certified or Cashier's Check, or Bid Bond, in an amount not less than ten percent (10%) of the bid.

**ARTICLE 6 – CONTRACT SECURITY**

6.01 The successful BIDDER will be required to furnish Performance and Payment Bonds as described in the GENERAL CONDITIONS.

**ARTICLE 7 – PREBID CONFERENCE**

7.01 An optional pre-bid conference will be held as described in the INSTRUCTIONS TO BIDDERS at Dayton Valley Conservation District offices located at 34 Lakes Boulevard, Dayton, Nevada at **2:00 pm on August 9, 2019**. Interested bidders may drive on their own to examine the project site after the meeting.

**ARTICLE 8 – CONTRACT TIME**

8.01 The Contract Time is defined GENERAL CONDITIONS and set forth in the AGREEMENT and Instruction to Bidders.

A. The project is anticipated to commence to run on **September 10, 2019.**

B. The work shall be substantially complete within 60 days of when the contract times commence to run as provided in Paragraph 2.03 of the General Conditions.

C. The work shall be complete within 15 days after issuance of Certificate of Substantial Completion.

## ARTICLE 9 – QUALIFICATIONS OF BIDDERS

9.01 Requirements concerning the qualifications of BIDDERS are described in the INSTRUCTIONS TO BIDDERS.

9.02 Prospective Bidders shall be licensed Contractors in the State of Nevada, with a Class A license, shall be skilled and regularly engaged in the general class or type of work called for under the Contract and capable of being bonded for this project.

## ARTICLE 10 – OWNER'S RIGHT TO REJECT BIDS

10.01 Dayton Valley Conservation District reserves the right to waive any and all irregularities and to reject any or all bids.

**DAYTON VALLEY CONSERVATION DISTRICT**

Date: 08/01/2019

Rob Holley
District Manager

# DIVISION 2
# INSTRUCTIONS TO BIDDERS

# INSTRUCTIONS TO BIDDERS FOR

# Dayton Valley Conservation District
# 2019 Carson River Bank Stabilization Project
# PWP-LY-2019-291

Prepared by

**R.O. Anderson Engineering, Inc.**
**1603 Esmeralda Avenue**
**Minden, Nevada 89423**

**Shaker Gorla, P.E., CFM**


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## 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 and where the bidding procedures are to be administered. The issuing office for this project is:

R.O. Anderson Engineering, Inc.
1603 Esmeralda Avenue
Minden, Nevada 89423
(775) 782-2322

## ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be non-refundable.

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, within 15 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

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

B. Nevada State Contractor's License:_____.

C. The projects of similar scope performed successfully within the last 5 years. Experience should focus on showing evidence of restoration-type work within stream riverine environments.


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

## ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous 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).

B. No additional reports regarding the subsurface and physical conditions are known to exist.

C. Any cost to Bidders for obtaining copies of reports and drawings shall be borne by the Bidder.

4.02 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. No additional reports regarding hazardous environmental conditions are known to exist

C. Any cost to Bidders for obtaining copies of reports and drawings shall be borne by the Bidder.

4.03 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 4.02, 4.03, and 4.04 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 4.06 of the General Conditions.


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4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. Bidder shall request access to site a minimum of two working days in advance.

4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

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

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work; examine and familiarize himself with the water level at the work site which can and does vary according to weather, time of year and irrigation practices by agricultural operations. A detailed understanding of and appreciation for the varying conditions of flow from the river and groundwater is critical in submitting a bid on de-watering and will be the sole responsibility of the Contractor.

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. no additional reports, explorations or tests are available;

E. consider the information known to Bidder; 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, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work


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at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. 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;

H. 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; and

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## ARTICLE 5 – PRE-BID CONFERENCE

5.01 An optional pre-Bid conference will be held at 2:00 p.m on August 9, 2019 at Dayton Valley Conservation District offices located at 34 Lakes Boulevard, Dayton, Nevada and interested bidders may drive on their own to examine the project site after the meeting. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance is not mandatory. 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 6 – SITE AND OTHER AREAS

6.01 The project site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are not necessary to be obtained unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

## 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. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded


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by Engineer as having received the Bidding Documents. Questions received less than one day 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, or change the Bidding Documents as deemed advisable by Owner or Engineer.

## ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10% percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder and the next two lowest and responsive bids will be retained until 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 returned. 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. The Bid security of other Bidders whom 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 Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## ARTICLE 9 – CONTRACT TIMES

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

A. The project is anticipated to commence to run on September 10, 2019.

B. The work shall be substantially complete within 60 days of when the contract times commence to run as provided in Paragraph 2.03 of the General Conditions.

C. The work shall be complete within 15 days after issuance of Certificate of Substantial Completion.


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## ARTICLE 10 – LIQUIDATED DAMAGES

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

## ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

## ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 The identity of Subcontractors, Suppliers, individuals, shall be submitted to Owner in accordance with NRS 338.141. 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 a substitute, without an increase in the Bid.

12.02 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, individuals, or entities. Declining to make requested substitutions will not 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 revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

13.02 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 price shall be indicated for each unit price item listed therein. A total stipulated lump sum price for the entire project shall be listed therein.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.


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13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member 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.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed in ink below the signatures**.**

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the State of Nevada, 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 Nevada state contractor license number shall also be shown on the Bid Form.

## ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Stipulated lump sum amount.*

This project consists of the following project site:

MCR-049

which is shown and labeled on the project drawings. An award (if any) will be made upon the responsive Bidder with the lowest Bid.

A. Bidders shall submit a Bid on a stipulated lump sum price basis for the entire scope of work.

1. Bidders shall submit unit costs for each item listed in the Bid Schedule for all two project sites.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 *Allowances*


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A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

## ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished the Bid Bond Form. The bound copy of the Bid Form is to be completed and submitted with the Bid security.

A. The Bid Form including any and all related and or required documents to constitute a complete bid shall remain bound within the complete Project Manual and submitted with the bid. The Bidder shall not disassemble the Project Manual.

B. See BF.7.01 for a list of documents required to be submitted with the bid.

15.02 A Bid shall be submitted 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 project name and the notation "BID ENCLOSED." A mailed Bid shall be addressed to: Shaker Gorla, P.E., CFM, R.O. Anderson Engineering, Inc. P.O. Box 2229 Minden, Nevada 89423.

## ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or 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.

16.02 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.


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## 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 further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

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

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 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 executed Agreement to Owner, it shall be accompanied by such bonds.

## ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully


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signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## ARTICLE 22 – SALES AND USE TAXES

22.01 See GC-6.10 and SC-6.10.

## ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

## ARTICLE 24 – APPEAL BY BIDDERS

24.01 Any bidder may appeal a pending bid award prior to award by Owner. The appellant must:

A. Submit a written protest to the Owner's contract administrator within five (5) days after the recommendation of award.

B. Describe, in the written protest, the issues to be addressed on appeal.

C. Post, with the written protest, a bond with a surety meeting the requirements of Supplementary Condition SC-5.02 authorized to do business in this state or submit other security in a form approved by Owner who will hold the bond or security until a determination is made on the appeal.

D. Post the bond or other security in the amount of 25% of the total dollar value of the appellant's bid, up to a maximum bond or other security amount of 250,000.00.

E. Not seek any type of judicial intervention until Owner has rendered its final decision on the protest.

24.02 Owner will stay award actions until after the Owner's contract administrator has responded in writing to the protest. If the appellant is not satisfied with the response, the appellant may then protest to the Dayton Valley Conservation District, who will render a final decision as the Owner. No bid protests will be heard by the District unless bidder has followed the appeal process.

24.03 If an appeal is granted, the full amount of the posted bond or security will be returned to the appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the Owner because of the unsuccessful appeal.

24.04 Owner is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by the appellant in a bid process.


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## ARTICLE 25 – LAWS AND REGULATIONS

25.01 The requirements of the Nevada Revised Statute (NRS) shall apply to this project. The Bidder is responsible for compliance with all applicable statutes. These statutes include, but are not limited to:

NRS 338.020 Hourly and daily rate of wages must not be less than prevailing wage in Lyon County.
NRS 338.080 Exemptions
NRS 338.141 Bids to include certain information concerning subcontractors; requirements for substitution of names subcontractors.
NRS 338.147 Award of contract to Contractor who submits best bid.

The entire set of Nevada Revised Statutes is available for review online at www.leg.state.nv.us/law1.dfm.


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1. Bid Form
2. List of Subcontractors
3. Bid Bond
4. Non-Collusion Affidavit
5. Experience and Financial Qualifications Statement

# DIVISION 3
# BID FORM

# BID FORM

## Dayton Valley Conservation District
## 2019 Carson River Bank Stabilization Project
## PWP-LY-2019-291

Prepared by

**R.O. Anderson Engineering, Inc.**


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## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: DAYTON VALLEY CONSERVATION DISTRICT

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 60 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, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

| Addendum No. | Addendum Date |
|---|---|
| | |
| | |
| | |

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

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

D. No additional reports, studies, explorations or tests of Bidder of subsurface conditions at or contiguous to the Site, relating to existing surface or subsurface structures at the Site , or reports of Hazardous Environmental Conditions, are known to exist.

E. Bidder has considered the information known to Bidder; 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 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.


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F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. 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.

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

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

## 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.


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## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents. The unit costs will be used as a schedule of values for partial pay requests as well as to determine the price of work in the event measured quantities differ from estimated quantities. The work will be completed for the stipulated lump sum total amount listed at the end of the unit costs:

**Base Bid: MCR – 049**

| Item No. | Description | Estimated Quantity | Unit | Bid Unit Price | Bid Price |
|---|---|---|---|---|---|
| 1 | Mobilization, Bonding, Insurance, SWPPP and Demobilization furnished and installed for the lump sum price of: | 1 | LS | $ /LS | $ |
| 2 | Diversion and Dewatering, furnished and installed for the lump sum price of: | 1 | LS | $ /LS | $ |
| 3 | Site Clearing, Preparation and Dust Control, furnished and installed for the lump sum price of: | 1 | LS | $ /LS | $ |
| 4 | Mass On-Site Earth Movement to Plan Contours and Grades, furnished and installed for the unit price per cubic yard of: | 6,485 | CY | $ /CY | $ |
| 5 | Mine and place unspecified fill from river to plan contours and grades, furnished and installed for the unit price per cubic yard of: | 1,652 | CY | $ /CY | $ |
| 6 | Select Rock Rip-Rap Slope Protection, furnished and installed for the unit price per cubic yard of: | 1,720 | CY | $ /CY | $ |
| 7 | Rock Rip-Rap Refusal Trench, furnished and installed for the unit price per cubic yard of: | 175 | CY | $ /CY | $ |
| 8 | Erosion Control Blanket, furnished and installed for the unit price per square foot of | 15,000 | SF | $ /CY | $ |
| 9 | Vegetation mitigation, installed for the lump sum price of: | 1 | LS | $ /LS | $ |
| | | | | **Total Base Bid: MCR-049** | **$** |
| **Total Base Bid:MCR-049 Price (written):** | | | | | |

**Bid Alternate 'A': MCR – 049**

| Item No. | Description | Estimated Quantity | Unit | Bid Unit Price | Bid Price |
|---|---|---|---|---|---|
| 10 | Stream Barbs, furnished and installed for the unit price per cubic yard of | 2,880 | CY | $ /CY | $ |
| | | | | **Total Bid Alternate 'A': MCR-049** | **$** |
| **Total Bid Alternate 'A': MCR-049 Price(written):** | | | | | |

| |
|---|
| **Total Combined Base Bid and Bid Alternate 'A' Price: $** |
| **Total Combined Base Bid and Bid Alternate 'A' Price (Written): $** |

**CHECK ONE:**

[ ] We qualify and claim the Preferential Bidder Status as specified in NRS 338.147, **and have attached the appropriate information** in accordance with the requirements of NRS 338.147 as referenced in Supplementary Condition 6.09.I.

[ ] We do not qualify for the Preferential Bidder Status as specified in NRS 338.147.


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

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, progress payments and verification of the stipulated lumps sum bid price. The final contract price will be equal to the stipulated lump sum Bid amount.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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. Bid Form;

B. A tabulation of Subcontractors in accordance with NRS 338.141:

1. A tabulation of subcontractors, suppliers and other individuals and entities required to be identified and submitted with this Bid;

2. A tabulation of subcontractors, suppliers and other individuals and entities required to be identified and submitted within two hours of the Bid opening;

C. Required Bid security for 10% of Bid Amount in the form of certified check, bank money order or bid bond;

D. Non-Collusion Affidavit;

E. Experience and Financial Qualifications Statement with any supporting data;

F. Evidence of authority to do business in the state of the Nevada; or a written covenant to obtain such license within the time for acceptance of Bids;

G. Contractor's Nevada License Number:_____.

## 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

9.01 This Bid is submitted by:


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If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

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

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in *[State where Project is located]* is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)


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By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____ _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. *[If applicable]*


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**LIST OF SUBCONTRACTORS**
**(to be submitted with bid)**

The name and address and license number of each subcontractor who will provide labor or a portion of the work in an amount exceeding at least 5 percent of the prime contractor's total bid shall be listed below in accordance with NRS 338.141.

To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. In that case, the bidder shall include his or her name in the space below. Contractor shall list themselves for all work to be self-performed. **If a general contractor fails to submit such a list with the bid or fails to list himself, his bid shall be deemed not responsive.**

| **Subcontractor/ Address/ Nevada License No.** | **Portion of Work** |
|---|---|
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**LIST OF SUBCONTRACTORS**
**(to be submitted after bid opening)**

**Within two hours after the completion of the opening of the bids**, the prime contractors who submitted the three lowest bids must provide a list of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which the subcontractor will be paid an amount exceeding one percent of the prime contractor's bid or $50,000, whichever is greater, and the number of the license issued to the subcontractor, pursuant to NRS chapter 624 and in accordance with NRS 338.141.

To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. In that case, the bidder shall include his or her name in the space below. Contractor shall list themselves for all work to be self-performed. **If a general contractor fails to submit such a list within the two hours of completion of the bid opening, or fails to list himself, his bid shall be deemed not responsive.**

**Subcontractor/ Address/ Nevada License No.** **Portion of Work**

# 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)*:
Dayton Valley Conservation District
P.O. Box 1807
Dayton, Nevada 89403

BID
Bid Due Date:
Description *(Project Name - Include Location)*:

BOND
Bond Number:
Date *(Not earlier than Bid due 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** |
|---|---|
| _____ (Seal) | _____ (Seal) |
| Bidder's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: _____ | By: _____ |
| Signature | Signature (Attach Power of Attorney) |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| Attest: _____ | Attest: _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |

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 Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. 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.

This Affidavit to be Fully Executed

# NON-COLLUSION AFFIDAVIT

STATE OF )_____
)ss.
COUNTY OF )_____

_____, affiant,

the _____
(President, Secretary, Manager, Owner, or Representative of)

_____
Name of Company or Corporation or Owner

the person, corporation, or company who makes the accompanying Bid, having first been duly sworn, deposes and says:

That such Bid is genuine, and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

_____
Signature of: President, Secretary
Manager, Owner, or Representative

Subscribed and sworn to before me

this _____day of _____, 20__.

_____

Signature of Notary Public in and

for the County of_____

State of _____

# EXPERIENCE AND FINANCIAL QUALIFICATIONS STATEMENT

1. Bidder:_____
2. Name and address of home office:_____

_____

_____

3. When organized and if a corporation, when and where incorporated:

_____

_____

4. Current on-going contracts: Reference name and contact info.:

_____

_____

_____

_____

5. Have you ever failed to complete a contract and if so, where and why?

_____

_____

6. List representative projects: Reference name and contact info.:

_____

_____

_____

_____

7. Names and titles of officers of the company:

_____

_____

_____

8. Bank references and credits available:

_____

_____

_____

Respectfully submitted:

| | |
|---|---|
| Legal Name of company | Contractor's Nevada License Number |
| | Class and expiration date |
| Business Address (complete) | Signature of representative<br>(Seal) |
| Telephone number | |
| Facsimile | |
| Email address | |

The undersigned hereby certifies that the above statements are current and also authorizes and requests any person, firm or corporation to furnish any information requested by the OWNER in verification of any information regarding the Bidder.

| | |
|---|---|
| Date: | By: |
| | Authorized Signature |
| | Type or print name |
| | Title |

# DIVISION 4
# AGREEMENT

# FORM OF AGREEMENT
# BETWEEN OWNER AND CONTRACTOR FOR
# CONSTRUCTION CONTRACT (STIPULATED PRICE)

This AGREEMENT is by and between **Dayton Valley Conservation District** ("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: Construction of up to approximately 930 LF of bank stabilization along the Carson River in or near Dayton, Nevada. Work includes de-watering of project sites, river channel excavation and placement of soil, construction of bank armoring, rock rip-rap refusal trenches, stream barbs (if included in the work order) and placement of riparian mitigation.

## ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

1. MCR-049.

## ARTICLE 3 – ENGINEER

3.01 The Project has been designed by R.O. Anderson Engineering, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with 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 *Days to Achieve Substantial Completion and Final Payment*

A. The Work for the project will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions. The Work for the project will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 15 days after issuance of Certificate of Substantial Completion.


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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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner $250 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $250 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of:

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicted in the Bid Schedule:

Total of all Bid Prices (Unit Price Work) $

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.


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## ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

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 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 90 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. 90 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 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 10 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.


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## ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 4.25 percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; 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; and the Site-related reports and drawings identified in 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, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.

G. 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.

H. 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.


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I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds (pages _____ to _____, inclusive).
    a. _____ (pages _____ to _____, inclusive).
    b. _____ (pages _____ to _____, inclusive).
    c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 62, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 6 sheets with each sheet bearing the following general title: 2019 Carson River Bank Stabilization Project MCR-049, Dayton Valley Conservation District.
9. Addenda (number __, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid.
    b. Documentation submitted by Contractor prior to Notice of Award.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed (pages _____ to _____, inclusive).
    b. Work Change Directives.
    c. Change Orders.


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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 Paragraph 3.04 of 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. 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, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

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:


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1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.


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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

| OWNER: | CONTRACTOR |
|---|---|
| Dayton Valley Conservation District | |
| By: Rob Holley | By: |
| Title: District Manager | Title: |
| | (If Contractor is a corporation, a partnership, or a joint venture, attaches evidence of authority to sign.) |
| Attest: | Attest: |
| Title: | Title: |
| Address for giving notices: | Address for giving notices: |
| P.O. Box 1807 | |
| Dayton, NV | |
| 89403 | |
| | License No.: |


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# DIVISION 5
# PERFORMANCE and PAYMENT BONDS

# PERFORMANCE BOND

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

CONTRACTOR: SURETY :

OWNER:
DAYTON VALLEY CONSERVATION DISTRICT
P.O. Box 1807
Dayton, Nevada 89403

CONTRACT
Effective Date of Agreement:
Amount:
Description:

BOND
Bond Number:
Date:
Amount:
Modifications to this Bond Form:

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** |
|---|---|
| _____ (Seal) | _____ (Seal) |
| Contractor's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: _____ | By: _____ |
| Signature | Signature (Attach Power of Attorney) |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| Attest: _____ | Attest: _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |

*Note: Provide execution by additional parties, such as joint ventures, if necessary.*

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

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

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

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

# PAYMENT BOND

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

CONTRACTOR: SURETY:

OWNER:
DAYTON VALLEY CONSERVATION DISTRICT
P.O. Box 1807,
Dayton, Nevada 89403

CONTRACT
Effective Date of Agreement:
Amount:
Description:

BOND
Bond Number:
Date:
Amount:
Modifications to this Bond Form:

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** |
|---|---|
| _____ (Seal) | _____ (Seal) |
| Contractor's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: _____ | By: _____ |
| Signature | Signature (Attach Power of Attorney) |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| Attest: _____ | Attest: _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |

*Note: Provide execution by additional parties, such as joint ventures, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

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

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

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

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

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

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

6.2 Pay or arrange for payment of any undisputed amounts.

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

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

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

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

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

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

# DIVISION 6
# GENERAL CONDITIONS

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

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

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. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.


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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.


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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *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.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *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.


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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *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.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *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 Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an


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addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*


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1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases 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. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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


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2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 5 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule 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 Documents;

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference; 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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of


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the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*


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1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or


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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. 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.

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.

3.06 *Electronic Data*

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

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

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

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the


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Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

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

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or


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3. differs materially from that shown or indicated in the Contract Documents; or

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

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

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

C. *Possible Price and Times Adjustments:*

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

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

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

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other


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professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data 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 such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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


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or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by


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Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. 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 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, 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: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.


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

## ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent 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 each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

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


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

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

    a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

    b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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


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1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, 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;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

    a. Such insurance shall remain in effect for two years after final payment.

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full 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:


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1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

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, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, 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.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

C. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.


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D. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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 as trustee 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 utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

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


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5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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


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## ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.


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6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

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

6.05 *Substitutes and "Or-Equals"*

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

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

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

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.


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2. *Substitute Items:*

   a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

   b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

   c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

   d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

      1) shall certify that the proposed substitute item will:

         a) perform adequately the functions and achieve the results called for by the general design,

         b) be similar in substance to that specified, and

         c) be suited to the same use as that specified;

      2) will state:

         a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

         b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

         c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

      3) will identify:

         a) all variations of the proposed substitute item from that specified, and

         b) available engineering, sales, maintenance, repair, and replacement services; and


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4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

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

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute 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.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or


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other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

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

   1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

   2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

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

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

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.


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6.07 *Patent Fees and Royalties*

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

B. To the fullest extent permitted by Laws and Regulations, 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.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all


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court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor


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shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. 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.


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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 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or 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 for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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


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1. *Shop Drawings:*

    a. Submit number of copies specified in the General Requirements.

    b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

    a. Submit number of Samples specified in the Specifications.

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

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

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

    a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

    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 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 and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop


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Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:


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1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,


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Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, 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.

6.21 *Delegation of Professional Design Services*

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

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.


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## ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

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

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

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

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


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7.03 *Legal Relationships*

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

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

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

## ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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


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8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. 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.

8.12 *Compliance with Safety Program*

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 pursuant to Paragraph 6.13.D.

## ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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


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

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.


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B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.


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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

## ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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


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10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

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

10.04 *Notification to Surety*

A. If 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.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The


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opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, 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, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on


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Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, 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.


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f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

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

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


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

11.02 *Allowances*

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

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

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

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.


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D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 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; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

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

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;


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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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

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

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the


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

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, 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.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.


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C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

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

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.


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13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

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

13.07 *Correction Period*

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

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute


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resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

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

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and


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equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the


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Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations 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 9.07, 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 Documents; 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


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b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or


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d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

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 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities


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pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

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

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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


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14.07 *Final Payment*

A. *Application for Payment:*

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

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner 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.

B. *Engineer's Review of Application and Acceptance:*

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

C. *Payment Becomes Due:*


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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

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

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

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:


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1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.


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F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.


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## ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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


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17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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


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# DIVISION 7
# SUPPLEMENTARY CONDITIONS

# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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# SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which 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.

SC-2.02 *Copies of Documents*

**SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:**

**A. Owner shall furnish to Contractor up to 3 printed or hard copies of the Drawings and Project Manual and one set in electronic format (pdf). Additional copies will be furnished upon request at the cost of reproduction.**

SC-4.02 *Subsurface and Physical Conditions*

**SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:**

**A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.**

SC-4.06 *Hazardous Environmental Conditions*

**SC-4.06 Delete Paragraphs 4.06.A and 4.06.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.**

SC-5.04 *Contractor's Liability Insurance*

**SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:**


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**C. The limits of liability for the insurance required by Paragraph 5.04 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 5.04.A.1 and A.2 of the General Conditions:**

| | |
|---|---|
| **a. State:** | **Statutory** |
| **b. Applicable Federal (e.g., Longshoreman's):** | **Statutory** |
| **c. Employer's Liability:** | **$1,000,000.00** |

**2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:**

| | |
|---|---|
| **a. General Aggregate** | **$2,000,000.00** |
| **b. Products - Completed Operations Aggregate** | **$2,000,000.00** |
| **c. Personal and Advertising Injury** | **$1,000,000.00** |
| **d. Each Occurrence (Bodily Injury and Property Damage)** | **$1,000,000.00** |

**e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverage where applicable.**

**f. Excess or Umbrella Liability**

| | |
|---|---|
| **□ General Aggregate** | **$2,000,000.00** |
| **□ Each Occurrence** | **$1,000,000.00** |

**3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:**

| | |
|---|---|
| **a. Bodily Injury:** | |
| **Each person** | **$1,000,000.00** |
| **Each Accident** | **$1,000,000.00** |


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**b. Property Damage:**
**Each Accident** **$1,000,000.00**

*or*

**a. Combined Single Limit of** **$2,000,000.00**

**4. The Contractual Liability coverage required by Paragraph 5.04.A.4 of the General Conditions shall provide coverage for not less than the following amounts:**

**a. Bodily Injury:**
**Each person** **$1,000,000.00**
**Each Accident** **$1,000,000.00**

**b. Property Damage:**
**Each Accident** **$1,000,000.00**
**Annual Aggregate** **$2,000,000.00**

**5. The following are to be included on policy as additional insureds:**

Dayton Valley Conservation District
R.O. Anderson Engineering, Inc.
State of Nevada
Lyon County
Minor Ranch, LLC

SC-5.06 *Property Insurance*

GC-5.06.A.1 refers to other individuals or entities that are to be identified in SCs as being entitled to protection as loss payees under the property insurance on the Work. In such cases use the following:

**SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:**

**A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:**

**1. include the interests of Owner, Contractor, Subcontractors, Engineer, and**

Dayton Valley Conservation District

R.O. Anderson Engineering, Inc.

State of Nevada

Lyon County


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**and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;**

2. **be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, de-watering structures and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (including flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.**

3. **include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);**

4. **cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;**

5. **allow for partial utilization of the Work by Owner;**

6. **include testing and startup;**

7. **be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and**

8. **comply with the requirements of Paragraph 5.06.C of the General Conditions.**

SC-6.06 *Concerning Subcontractors, Suppliers, and Others*

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

**H. 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 a particular Subcontractor or Supplier.**


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SC-6.08 *Permits*

**SC-6.08**

**A. The Owner will provide the following permits and associated fees for construction; the terms of which the contractor will be responsible for complying with:**

**1. Nevada Division of Environmental Protection: Temporary Authorization to Discharge.**

**2. Division of State Lands: Right-of-Entry Authorization.**

**3. U. S. Army Corps of Engineers: Nationwide Permit Number 27 Aquatic Habitat Restoration, Establishment, and Enhancement**

**4. 401 Water Quality Certification**

**B. The Contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan.**

SC-6.17 *Shop Drawings and Samples*

Reviews of multiple resubmissions of Shop Drawings and other submittals may increase Project costs. To mitigate this, the following language may be used:

**SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:**

**F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals.**

**G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.**

SC-7.02 *Coordination*

**SC-7.02 Delete Paragraph 7.02.A in its entirety and replace with the following:**

**A. Owner intends to perform work on the Project at the Site.**

**1. Owner or Engineer shall have authority and responsibility for coordination of the various contractors at the Site.**


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2. **The following specific matters are to be covered by such authority and responsibility: Furnish and install vertical will bundles; juniper tree revetment.**

3. **The extent of such authority and responsibilities is as defined by Contractor under Article Six of the General Conditions.**

SC-7.04 *Claims Between Contractors*

On projects involving multiple contractors, use the following:

**SC-7.04 Add the following new paragraph immediately after paragraph GC-7.03:**

**SC-7.04 *Claims Between Contractors***

**A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.**

**B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or**


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**to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.**

**C. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.**

SC-11.01 *Cost of the Work*

Equipment rental charges, particularly with respect to Contractor-owned equipment, can sometimes lead to disagreements. To reduce the possibility of such disagreements, the following SC may be used. Note that it requires a published reference or method for determining the costs.

**SC-11.01.A.5.c Delete Paragraph 11.01.A.5.c in its entirety and insert the following in its place:**

**c. *Construction Equipment and Machinery:***

**1) Rentals of all construction equipment and machinery, and the parts thereof 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.**

**2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the *Equipment Rental Rate "Blue Book" for Nevada*. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the**


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**changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools.**

SC-11.03 *Unit Price Work*

The following SC is typically called a variation in estimated quantities clause and facilitates administrative resolution of situations where actual quantities differ materially from estimated quantities. Typically, the clause applies where the Bid price of an item of the Unit Price Work is more than 5 percent of the Contract Price and the actual quantity of the units of work performed varies by 15 to 25 percent.

**SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following in its place:**

**D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:**

**1. if the Bid price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement; and**

**2. if there is no corresponding adjustment with respect to any other item of Work; and**

**3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.**

SC-12.01 *Change of Contract Price*

**SC-12.01.C *Contractor's Fee.* Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:**

**, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;**

SC-16.01 *Methods and Procedure*


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**SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:**

**C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:**

**1. elects in writing to demand arbitration of the Claim, pursuant to Paragraph SC-16.02; or**

**2. agrees with the other party to submit the Claim to another dispute resolution process.**

**SC-16.02 Add the following new paragraph immediately after Paragraph 16.01.**

**SC-16.02 *Arbitration***

**A. All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) including but not limited to those not resolved under the provisions of Paragraphs SC-16.01A and 16.01.B will be decided by arbitration in accordance with the rules of *the American Arbitration Association,* subject to the conditions and limitations of this Paragraph SC-16.02. 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 30 day period specified in Paragraph SC-16.01.C, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other 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 Claim or other dispute or matter in question would be barred by the applicable statute of limitations.**

**C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's**


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**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: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document 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 Controlling Law 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.**


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1. Notice of Award
2. Notice to Proceed
3. Application for Payment
4. Work Change Directive
5. Field Order
6. Change Order
7. Non-Compliance Notice
8. Notice of Intent to Assess Liquidated Damages
9. Certificate of Substantial Completion
10. Affidavit of Payment
11. Final Waiver of Lien
12. Consent of Surety for Final Payment
13. Release of Final Payment
14. Notice of Completion
15. Request for Submittal Review
16. Exhibit A – Prevailing Wage Rates in Lyon County, Nevada

# DIVISION 8
# EXHIBITS

# Notice of Award

Date: _____

| | |
|---|---|
| Project: Dayton Valley Conservation District: 2019 Carson River Bank Stabilization Project | |
| Owner: Dayton Valley Conservation District | Owner's Contract No.: MCR-049 |
| Contract: PWP – LY – 2019-291 | Engineer's Project No.: 0582-020 |
| Bidder: | |
| Bidder's Physical Address: | |
| Bidder's Mailing 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

$ _____,

The Contract Price of your Contract is

_____ Dollars and _____ cents ($ _____).

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

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

You must comply with the following conditions precedent within [15] 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 as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
   a. Preparation and submittal of Storm Water Pollution Prevention Plan.
   b. Project Submittals:
      i. Construction Schedule
      ii. Rock

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.

Dayton Valley Conservation District
Owner

By: _____
Authorized Signature

Rob Holley
District Manager

Copy to Engineer

# Notice to Proceed

Date: _____

| | |
|---|---|
| Project: Dayton Valley Conservation District: 2015 Carson River Bank Stabilization Project | |
| Owner: Dayton Valley Conservation District | Owner's Contract No.:MCR-049 |
| Contract: PWP – LY – 2019-291 | Engineer's Project No.: 0582-020 |
| 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 4 of the Agreement, the date of Substantial Completion is_____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

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 and loss payees) 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:

_____

Dayton Valley Conservation District

_____

Owner

Given by:

_____

Authorized Signature

Rob Holley

_____

District Manager

_____

Date

Copy to Engineer

## Progress Estimate

## Contractor's Application

| For: Dayton Valley Conservation District: 2019 Carson River Bank Stabilization Project Site | Application Number: |
|---|---|
| Application Period: | Application Date: |

| A | | B | Work Completed | | E | F | | G |
|---|---|---|---|---|---|---|---|---|
| Item | | Scheduled Value | C | D | Materials Presently Stored (not in C or D) | Total Completed and Stored to Date (C + D + E) | % (F) B | Balance to Finish (B - F) |
| Specification Section No. | Description | | From Previous Application (C+D) | This Period | | | | |
| | | | | | | | | |
| | **Totals** | | | | | | | |


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# Work Change Directive

**No. _____**

Date of Issuance: _____ Effective Date: _____

| | | |
|---|---|---|
| Project: DVCD: 2019 Carson River Bank Stabilization Project | Owner: Dayton Valley Conservation District | Owner's Contract No.: MCR-049 |
| Contract: PWP-LY-2019-291 | | Date of Contract: |
| Contractor: | | Engineer's Project No.: 0582-020 |

**Contractor is directed to proceed promptly with the following change(s):**

| Item No. | Description |
|---|---|
| | |
| | |
| | |
| | |
| | |

**Attachments (list documents supporting change):**

**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Non-agreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price $_____ (increase/decrease) Contract Time _____ (increase/decrease) days

| | |
|---|---|
| Recommended for Approval by Engineer: | Date |
| Authorized for Owner by: | Date |
| Received for Contractor by: | Date |

# Field Order

**No. _____**

Date of Issuance: _____ Effective Date: _____

| | | |
|---|---|---|
| Project: DVCD: 2019 Carson River Bank Stabilization Project | Owner: Dayton Valley Conservation District | Owner's Contract No.: MCR-049 |
| Contract: PWP-LY-2019-291 | | Date of Contract: |
| Contractor: | | Engineer's Project No.: 0582-020 |

**Attention:**
You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, 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.

Reference: _____ _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description: _____

Attachments: _____

| | |
|---|---|
| | Engineer: |
| **Receipt Acknowledged by Contractor:** | Date: |

Copy to Owner

# Change Order

**No. _____**

Date of Issuance: _____ Effective Date: _____

| | | |
|---|---|---|
| Project: DVCD: 2019 Carson River Bank Stabilization Project | Owner: Dayton Valley Conservation District | Owner's Contract No.: MCR-049 |
| Contract: PWP-LY-2019-291 | | Date of Contract: |
| Contractor: | | Engineer's Project No.: 0582-020 |

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

**Attachments (list documents supporting change):**

| **CHANGE IN CONTRACT PRICE:** | **CHANGE IN CONTRACT TIMES:** |
|---|---|
| Original Contract Price:<br>$_____ | Original Contract Times: ☐ Working days ☐ Calendar days<br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____ |
| [Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:<br>$_____ | [Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:<br>Substantial completion (days): _____<br>Ready for final payment (days): _____ |
| Contract Price prior to this Change Order:<br>$_____ | Contract Times prior to this Change Order:<br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____ |
| [Increase] [Decrease] of this Change Order:<br>$_____ | [Increase] [Decrease] of this Change Order:<br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____ |
| Contract Price incorporating this Change Order:<br>$_____ | Contract Times with all approved Change Orders:<br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____ |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer | Owner | Contractor |
| Date: _____ | Date: _____ | Date: _____ |

**NON-COMPLIANCE NOTICE**

No._____

PROJECT: _____ DATE OF ISSUANCE:_____

OWNER: _____ OWNER's Project No.:_____

CONTRACTOR:_____ ENGINEER: _____

ENGINEER's Project No.: _____

You are hereby notified that the following Work does not conform to the Contract Documents:__

_____

_____

_____

_____

_____

_____

_____

_____

Said Work violates _____

_____

_____

_____

_____

_____

_____of the Contract Documents.

It shall be the Contractor's responsibility to determine the corrective action necessary, and to determine whether to discontinue Work until additional investigations by the Engineer confirm or refute the initial findings.

AUTHORIZED:

By_____

Engineer

**NOTICE OF INTENT TO ASSESS**

**LIQUIDATED DAMAGES**

---

PROJECT: _____

DATE OF ISSUANCE: _____

OWNER: _____

PROJECT NO: _____

CONTRACTOR: _____

ENGINEER: _____

---

In accordance with Article 4 of the Agreement, the Work for the above-referenced project shall be substantially completed on or before_____, 20___, and completed and ready for final payment on or before_____, 20___.

The Work for the above-referenced project has been declared substantially complete in accordance with the Contract Documents on_____, 20___, and completed and ready for final payment on_____, 20___.

The Owner intends to assess and recover liquidated damages in accordance with Article 4, paragraph 4.03 of the Agreement. The Contract Agreement provides for liquidated damages in the amount of $ _____dollars for each day after the date specified in paragraph 4.02 until the Work is substantially complete. After substantial completion, Contractor shall pay Owner $ _____dollars for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment.

_____ _____

(OWNER) (DATE)

# Certificate of Substantial Completion

| | |
|---|---|
| Project: Dayton Valley Conservation District: 2019 Carson River Bank Stabilization Project | |
| Owner: Dayton Valley Conservation District | Owner's Contract No.: MCR-049 |
| Contract: PWP-LY-2019-291 | Engineer's Project No.: 0582-020 |

**This [tentative] [definitive] Certificate of Substantial Completion applies to:**

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

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] [definitive] 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 | Date |
| Accepted by Contractor | Date |
| Accepted by Owner | Date |

# AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by_____

_____

to furnish labor and materials for _____

_____

work, under a contract_____

for the improvement of the property described as_____

_____

in the_____ of _____

County of _____, State of _____

of which_____

_____is the Owner.

NOW, THEREFORE, this_____day of _____, 20___,

The undersigned, as the Contractor for the above-named Contract pursuant to the conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required).
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
4. Contractor's Affidavit of Release of Liens.

_____(SEAL)

CONTRACTOR (Name of sole ownership, corporation or partnership)

(Affix corporate seal here)

_____(SEAL)

(Signature of Authorized Representative)

TITLE:_____

# FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) _____

_____

to furnish labor and materials for (B) _____

_____work, under a contract (C) Dayton Valley Conservation District: 2019 Carson River Bank Stabilization Project

_____for the improvement of the premises described as

(D)_____

_____in the City of Dayton , County of Lyon, State of Nevada, which Dayton Valley Conservation District is the Owner.

NOW THEREFORE, the _____day of_____, 20____, for and in consideration of the sum of (E)_____ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien, rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereof, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) _____(SEAL)
(Name of sole ownership, corporation or partnership)

(Affix corporate seal here)

_____(SEAL)
(Signature of Authorized Representative)

TITLE:_____

INSTRUCTIONS FOR FINAL WAIVER

(A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
(C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
(E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
(F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

**CONSENT OF SURETY**
**For Final Payment**

Project Name_____ Location_____

Project No. _____ Type of Contract _____

Amount of Contract_____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

_____

_____

_____

on the Payment Bond of the following named Contractor:

_____

_____

_____

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner; as set forth in said Surety Company's bond:

_____

_____

_____

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20 _____.

_____
(Name of Surety Company)

_____
(Signature of Authorized Representative)

(Affix corporate seal here)

Title _____

**RELEASE OF FINAL PAYMENT**

_____

PROJECT: _____

DATE OF ISSUANCE: _____

OWNER: _____

PROJECT NO: _____

CONTRACTOR: _____

ENGINEER: _____

_____

Upon Engineer's review of the final application for payment, Owner approves final payment in the amount of _____

dollars ($ ).

Release of final payment is conditioned upon the execution and return of the following enclosed documents:

1. Final Waiver of Lien
2. Affidavit of Payment
3. Consent of Surety

_____ _____

(OWNER) (DATE)

# NOTICE OF COMPLETION

**DATE:** _____

**PROJECT:** **Dayton Valley Conservation District**
**2019 Carson River Bank Stabilization Project**

The Engineer performed a final inspection on _____ by _____ _____ It is the opinion of the Engineer that the Contractor has completed the work as required in accordance with the construction documents and specifications to the satisfaction of all parties concerned.

The Engineer of Record on this Project was **R.O Anderson Engineering, Inc.**

_____

Shaker Gorla, P.E., CFM Date

_____

Dayton Valley Conservation District Date

# Request for Submittal Review

**Project: 2019 Carson River Bank Stabilization Project**

**Owner: Dayton Valley Conservation District**

**Engineer:**_____

**Contract No: PWP-LY-2019-291**

**Contractor:**_____

**Submittal No:**_____

**Bid Item No./Section No:**_____

**Date:**_____

**Description of Material**

| |
|---|
| |
| |
| |
| |

**Manufacturer**

| Manufacturer or Pit Name | Model No. | City, State |
|---|---|---|
| | | |

**Source of Supply**

| Local Supplier Name | City, State | Phone No. |
|---|---|---|
| | | |

***This submittal has been reviewed for compliance with the contract documents. Check either (a) or (b):***

***(a)*** ☐ ***We have verified that the material or equipment contained in this submittal meets all requirements of the Contract Documents.***

***(b)*** ☐ ***We have verified that the material or equipment contained in this submittal meets all requirements of the contract documents, except for the following deviations (list deviations). All deviations or substitutions from the Contract Documents are also noted on the attached submittal.***

| *Deviation:* | *Specification Section(s):* |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

**Submitted By:**_____ _____

**Contractor's Representative** **Title**

# STATE OF NEVADA

BRIAN SANDOVAL
GOVERNOR

C. J. MANTHE
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER

OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

# 2019 PREVAILING WAGE RATES
# LYON COUNTY

**DATE OF DETERMINATION: October 1, 2018**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER $250,000 BID/AWARDED OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019***

**"Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."**

**As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.** *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIVER
PAINTER
PILEDRIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER
LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)
SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER

**Nevada Revised Statutes (NRS) 338.010(21) "Wages" means:**

a) The basic hourly rate of pay; and
b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

**NRS 338.030 (2)(d)**

The Labor Commissioner shall determine the prevailing wage to be 90 percent of the rate determined pursuant to paragraphs (a), (b) and (c) for:

(1) Any contract for a public work or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property to which a school district or the Nevada System of Higher Education is a party; and

(2) A public work of, or constructed by, a school district or the Nevada System of Higher Education, or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property of or constructed by a school district or the Nevada System of Higher Education.

**NRS 338.035** Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.

2. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."

3. The work description for a particular class is not intended to be jurisdictional in scope.

4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.

5. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.

6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:

- Amendments to the prevailing wage determinations;
- Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

**Zone Rates**

The zone rate has been added to each applicable craft.

**PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES**

| CRAFT | RATE | NSHE/ SCHOOL DISTRICT RATE | Union or Non-Union Rate |
|---|---|---|---|
| **AIR BALANCE TECHNICIAN** | | | Union |
| Air Balance Technician-Journeyman | 60.43 | 54.39 | |
| Air Balance Technician-Foreman | 63.56 | 57.20 | |
| Air Balance Technician-General Foreman | 66.68 | 60.01 | |
| AIR BALANCE TECHNICIAN JOB DESCRIPTION<br><br>ADD ZONE RATE<br>In addition to AIR BALANCE rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:<br>Zone 1- 0 to 75 miles $0.00 (including the City of Fallon and the Fallon Naval Air Base)<br>Zone 2- 75 to 100 $5.00<br>Zone 3- over 100 $10.00 | | | |
| **ALARM INSTALLER** | | | Non-Union |
| Alarm Installer | 22.45 | 20.21 | |
| ALARM INSTALLER<br><br>Includes but is not limited to:<br>1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;<br>2. Installing of wiring and signaling units;<br>3. Repairing electrical protective signaling systems<br>4. Starting up, programming and documenting systems; | | | |
| **BOILERMAKER** | | | Union |
| Boilermaker - Journeyman | 65.94 | 59.35 | |
| **BOILERMAKER**<br>Includes but is not limited to:<br>1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;<br>2. Aligning structures or plate sections to assemble boiler frame tanks or vats;<br>3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;<br>4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines. | | | |
| **BRICKLAYER** | | | Union |
| Bricklayer-Journeyman | 39.73 | 35.76 | |
| Bricklayer-Foreman | 40.98 | 36.88 | |
| Bricklayer-General Foreman | 42.73 | 38.46 | |
| BRICKLAYER | | | |

ADD ZONE RATE
In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road of over thirty-five (35) miles from the Washoe County Courthouse in Reno, Nevada:
Free Zone 1-0-34 Miles $0.00
Zone 1-35-75 Miles $2.50
Zone 2-Over 75 Miles $8.12

| **CARPENTER** | **See Amendment 1** | | Union |
|---|---|---|---|
| Carpenter-Journeyman | 47.36 | 42.62 | |
| Carpenter-Foreman | 50.46 | 45.41 | |

CARPENTER

ADD ZONE RATE
(Building and Heavy Highway and Dam Construction)
In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:
Zone 1-0 to 75 miles $0.00 (road miles of either the Carson City Courthouse or the Washoe County Courthouse)
Zone 2-75-150 miles $4.00
Zone 3-150-300 miles $5.00
Zone 4-301 miles and over $6.00

| **CEMENT MASON** | | | Union |
|---|---|---|---|
| Cement Mason-Journeyman | 41.12 | 37.01 | |
| Cement Mason-Foreman | 44.12 | 39.71 | |

CEMENT MASON

ADD ZONE RATE
In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:
Zone 1-0-90 miles $0.00
Zone 2-91 miles and over $6.00

| **ELECTRICIAN-COMMUNICATION TECHNICIAN** | | | Union |
|---|---|---|---|
| Electrician-Communication Installer | 36.49 | 32.84 | |
| Electrician-Communication Technician | 40.33 | 36.29 | |
| Electrician-Communication Senior Technician | 43.31 | 38.98 | |

ELECTRICIAN-COMMUNICATION TECH

ADD ZONE RATE
In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0-70 miles $0.00
Zone 2-71-90 miles $5.00
Zone 3 -91 miles and over $7.00

| **ELECTRICIAN-LINE** | | | Union |
|---|---|---|---|
| Electrician-Groundman | 42.18 | 38.05 | |
| Electrician-Lineman | 64.02 | 57.62 | |
| Electrician-Foreman | 70.19 | 63.12 | |
| Electrician-General Foreman | 76.56 | 68.90 | |
| Heavy Equipment Operator | 52.19 | 46.97 | |

ELECTRICIAN LINEMAN JOB DESCRIPTION

| **ELECTRICIAN-NEON SIGN** | | | Union |
|---|---|---|---|
| Electrician-Neon Sign | 50.75 | 45.68 | |

**ELECTRICIAN-NEON SIGN**, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

| **ELECTRICIAN-WIREMAN** | | | Union |
|---|---|---|---|
| Wireman | 57.88 | 52.09 | |
| Cable Splicer | 62.05 | 55.84 | |
| Foreman | 62.05 | 55.84 | |
| General Foreman | 66.22 | 59.60 | |

ELECTRICIAN-WIREMAN JOB DESCRIPTION

In addition to ELECTRICIAN rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:
Zone 1-0-70 miles $0.00
Zone 2-71-90 miles $8.00
Zone 3 -91 miles and over $10.00

| **ELEVATOR CONSTRUCTOR** | | | Union |
|---|---|---|---|
| Elevator Constructor-Journeyman Mechanic | 87.91 | 79.12 | |
| Elevator Constructor-Mechanic in Charge | 95.74 | 86.17 | |

**ELEVATOR CONSTRUCTOR**, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

| **FENCE ERECTOR** | | | Non-Union |
|---|---|---|---|
| Fence Erector | 41.98 | 37.78 | |

Includes but is not limited to:
1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

| **FLAGPERSON** | | | Union |
|---|---|---|---|
| Flagperson | 35.21 | 31.69 | |

**FLAGPERSON** , includes but is not limited to:
1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

ADD LABORER ZONE RATE
(Highway and Dam Construction only)
In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

| | |
|---|---|
| Zone 1-0 to 75 miles | $0.00 |
| Zone 2-75 to 150 miles | $4.00 |
| Zone 3-150 to 300 miles | $5.00 |
| Zone 4-300 miles and over | $6.00 |

| **FLOOR COVERER** | | | Union |
|---|---|---|---|
| Floor Coverer-Journeyman | 42.19 | 37.97 | |
| Floor Coverer-Foreman | 45.10 | 40.59 | |

FLOOR COVERER JOB DESCRIPTION

| **GLAZIER** | | | Non-union |
|---|---|---|---|
| Glazier | 25.42 | 22.88 | |

**GLAZIER**
Includes but is not limited to:
1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;

2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
4. Loading and arranging of glass on trucks at the site of the public work;

| **HIGHWAY STRIPER** | | | Union |
|---|---|---|---|
| Highway Striper | 40.83 | 36.75 | |

HIGHWAY STRIPER JOB DESCRIPTION

ADD LABORER ZONE RATE
**LABORER** (Highway and Dam Construction only)
In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:
Zone 1-0 to 75 miles $0.00
Zone 2-75 to 150 miles $4.00
Zone 3-150 to 300 miles $5.00
Zone 4-300 miles and over $6.00

| **HOD CARRIER-BRICK MASON TENDER** | | | Union |
|---|---|---|---|
| Brick Mason-Journeyman | 36.67 | 33.00 | |
| Brick Mason-Foreman | 37.07 | 33.36 | |

HOD CARRIER-BRICK MASON TENDER JOB DESCRIPTION

ADD ZONE RATE
In addition to HOD CARRIER BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on a road from the Washoe County Courthouse:
Zone 1-35 to 75 miles $1.25
Zone 2-76 miles and over $7.50

| **HOD CARRIER-PLASTERER TENDER** | | | Union |
|---|---|---|---|
| Plasterer Tender-Journeyman | 39.67 | 35.70 | |
| Plasterer Tender-Gun Tender | 40.67 | 36.60 | |
| Plasterer Tender-Foreman | 41.03 | 36.93 | |

HOD CARRIER-PLASTERER JOB DESCRIPTION

ADD ZONE RATE
In addition to HOD CARRIER PLASTERER rates add the applicable amounts per hour, calculated based on a road from So. Virginia St., Reno, Nevada:
Zone 1-70 miles $0.00
Zone 2-70 miles and over $8.00

| **IRON WORKER** | | | Union |
|---|---|---|---|
| Ironworker-Journeyman | 69.05 | 62.15 | |

| | | | |
|---|---|---|---|
| Ironworker-Foreman | 72.76 | 65.48 | |
| Ironworker-General Foreman | | | |
| IRON WORKER JOB DESCRIPTION | | | |
| **LABORER** | | | Union |
| SEE GROUP CLASSIFICATIONS | | | |
| Landscaper | 32.92 | 29.63 | |
| Furniture Mover | 34.42 | 30.98 | |
| Group 1 | 38.08 | 34.27 | |
| Group 1A | 35.21 | 31.69 | |
| Group 2 | 38.18 | 34.36 | |
| Group 3 | 38.33 | 34.50 | |
| Group 4 | 38.58 | 34.72 | |
| Group 4A | 41.08 | 36.97 | |
| Group 5 | 38.88 | 34.99 | |
| Group 6 | | | |
| Nozzlemen, Rodmen | 37.88 | 34.09 | |
| Gunmen, Materialmen | 38.58 | 34.72 | |
| Reboundmen | 38.23 | 34.41 | |
| Gunite Foremen | 39.28 | 35.35 | |

LABORER JOB DESCRIPTION

ADD ZONE RATE
**LABORER** (Highway and Dam Construction only)
In addition to LABORER rates add the applicable amounts per hour, calculated based on a road from either the Carson City Courthouse or the Washoe County Courthouse:

| | |
|---|---|
| Zone 1-0 to 75 miles | $0.00 |
| Zone 2-75 to 150 miles | $4.00 |
| Zone 3-150 to 300 miles | $5.00 |
| Zone 4-300 miles and over | $6.00 |

**LABORER**
(Building Construction)
In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

| | |
|---|---|
| Zone 1-0 to 75 miles | $0.00 |
| Zone 2-75 to 150 miles | $4.00 |
| Zone 3-150 to 300 miles | $5.00 |
| Zone 4-300 miles and over | $6.00 |

| | | | |
|---|---|---|---|
| **MECHANICAL INSULATOR** | | | Union |
| Mechanical Insulator-Mechanic | 65.34 | 58.81 | |
| Mechanical Insulator-Foreman | 68.34 | 61.51 | |

| | | | |
|---|---|---|---|
| Mechanical Insulator-General Foreman | 70.34 | 63.31 | |

**MECHANICAL INSULATOR,** includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;

The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

ADD ZONE RATE

In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Reno City Hall:

Zone 1-0-20 miles $1.25
Zone 2-21-40 miles $2.50
Zone 3-Over 40 miles $10.63

| **MILLWRIGHT** | See Amendment 5 | | Union |
|---|---|---|---|
| Millwright | 61.91 | 55.72 | |

MILLWRIGHT JOB DESCRIPTION

ADD ZONE RATE

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-1 to 14 miles $0.00
Zone 2-15 to 35 miles $1.50
Zone 3-35 miles and over $3.25

| **OPERATING ENGINEER** | | | Union |
|---|---|---|---|
| SEE GROUP CLASSIFICATIONS | | | |
| Group 1 | 53.09 | 47.78 | |
| Group 1A | 55.85 | 50.27 | |
| Group 2 | 56.38 | 50.74 | |
| Group 3 | 56.65 | 50.99 | |
| Group 4 | 57.39 | 51.65 | |
| Group 5 | 57.69 | 51.92 | |
| Group 6 | 57.86 | 52.07 | |

| | | | |
|---|---|---|---|
| Group 7 | 58.11 | 52.30 | |
| Group 8 | 58.70 | 52.83 | |
| Group 9 | 59.02 | 53.12 | |
| Group 10 | 59.37 | 53.43 | |
| Group 10A | 59.56 | 53.60 | |
| Group 11 | 59.80 | 53.82 | |
| Group 11A | 61.44 | 55.30 | |
| Group 11B | 62.25 | 56.03 | |
| Foreman | 61.44 | 55.30 | |
| Add 7% to base rate for "Second" Shift | | | |
| Add 12.5% to base rate for "Special" shift | | | |

**OPERATING ENGINEER**, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER rates add the applicable amounts per hour calculated based on a road miles from the Washoe County Courthouse:

| | |
|---|---|
| Zone 1-0 to 75 miles | $0.00 |
| Zone 2-75 to 150 miles | $3.00 |
| Zone 3-151 to 300 miles | $4.00 |
| Zone 4-301 miles and over | $5.00 |

| **OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR** | | | Union |
|---|---|---|---|
| SEE GROUP CLASSIFICATIONS | | | |
| Group 1 | 68.39 | 61.55 | |
| Group 1 Truck Crane Oiler | 62.22 | 56.00 | |
| Group 1 Oiler | 60.26 | 54.23 | |
| Group 2 | 66.88 | 60.19 | |
| Group 2 Truck Crane Oiler | 61.97 | 55.77 | |
| Group 2 Oiler | 60.05 | 54.05 | |
| Group 3 | 65.64 | 59.08 | |
| Group 3 Truck Crane Oiler | 61.75 | 55.58 | |
| Group 3 Oiler | 59.83 | 53.85 | |
| Group 3 Hydraulic | 61.42 | 55.28 | |
| Group 4 | 62.38 | 56.14 | |
| Group 5 | 61.28 | 55.15 | |

| | | | |
|---|---|---|---|
| Add 7% to base rate for "Second" Shift | | | |
| Add 12.5% to base rate for "Special" Shift | | | |

**OPERATING ENGINEER,** included but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: STEEL FABRICATOR and ERECTOR rates add the applicable amounts per hour calculated based on a road miles from the Washoe County Courthouse:

| | |
|---|---|
| Zone 1-0 to 75 miles | $0.00 |
| Zone 2-75 to 150 miles | $3.00 |
| Zone 3-151 to 300 miles | $4.00 |
| Zone 4-301 miles and over | $5.00 |

| **OPERATING ENGINEER - PILEDRIVER** | | | Union |
|---|---|---|---|
| SEE GROUP CLASSIFICATIONS | | | |
| Group 1 | 67.86 | 61.07 | |
| Group 1 Truck Crane Oiler | 62.40 | 56.16 | |
| Group 1 Oiler | 60.48 | 54.43 | |
| Group 2 | 66.32 | 59.69 | |
| Group 2 Truck Crane Oiler | 62.19 | 55.97 | |
| Group 2 Oiler | 60.28 | 54.25 | |
| Group 3 | 64.87 | 58.38 | |
| Group 3 Truck Crane Oiler | 61.97 | 55.77 | |
| Group 3 Oiler | 60.05 | 54.05 | |
| Group 4 | 63.36 | 57.02 | |
| Group 5 | 62.25 | 56.03 | |
| Group 6 | 61.14 | 55.03 | |
| Group 7 | 60.18 | 54.16 | |
| Group 8 | 59.22 | 53.30 | |
| Add 7% to base for "Second" Shift | | | |
| Add 12.5% to base for "Special" Shift | | | |

**OPERATING ENGINEER** includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

In addition to: OPERATING ENGINEER, PILEDRIVER rates add the applicable amounts per hour calculated based on a road miles from the Washoe County Courthouse:
Zone 1-0 to 75 miles $0.00
Zone 2-75 to 150 miles $3.00
Zone 3-151 to 300 miles $4.00
Zone 4-301 miles and over $5.00

| **PAINTER** | | | Union |
|---|---|---|---|
| Brush/Roller Painter | 39.64 | 35.68 | |
| Spray Painter/Paperhanger | 40.98 | 36.88 | |
| Sandblaster | 41.03 | 36.93 | |
| Structural Steel & Steeplejack | 41.03 | 36.93 | |
| Swing Stage | 41.64 | 37.48 | |
| Special Coating Application-Brush | 41.69 | 37.52 | |
| Special Coating Application-Spray | 41.69 | 37.52 | |
| Special Coating Application-Spray Steel | 41.69 | 37.52 | |
| Foreman | $1.00 above highest Journeyman | | |

PAINTER JOB DESCRIPTION

| **PILEDRIVER** | | | Union |
|---|---|---|---|
| Piledriver-Journeyman | 55.46 | 49.91 | |
| Piledriver-Foreman | 59.19 | 53.27 | |

**PILEDRIVER**, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

| **PLASTERER** | | | Union |
|---|---|---|---|
| Plasterer | 42.76 | 38.48 | |

PLASTERER JOB DESCRIPTION

ADD ZONE RATE
In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:
Zone 1-0-70 miles $0.00
Zone 2-70 miles and over $8.00

| | | | |
|---|---|---|---|
| **PLUMBER/PIPEFITTER** | See Amendment 4 | | Union |
| Plumber/Pipefitter-Journeyman | 56.45 | 50.81 | |
| Plumber/Pipefitter-Foreman | 60.18 | 54.16 | |
| Plumber/Pipefitter-General Foreman | 63.11 | 56.80 | |

PLUMBER/PIPEFITTER JOB DESCRIPTION

| | | | |
|---|---|---|---|
| **REFRIGERATION** | | | Union |
| Refrigeration Journeyman | 51.19 | 46.07 | |

REFRIGERATION JOB DESCRIPTION

| | | | |
|---|---|---|---|
| **ROOFER**<br>(Does not include sheet metal roofs) | | | Non-Union |
| Roofer | 37.89 | 34.10 | |

**ROOFER**

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

| | | | |
|---|---|---|---|
| **SHEET METAL WORKER** | | | Union |
| Journeyman | 60.43 | 54.39 | |
| Foreman | 63.56 | 57.20 | |
| General Foreman | 66.68 | 60.01 | |

SHEET METAL WORKER JOB DESCRIPTION

ADD ZONE RATE
In addition to SHEET METAL rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

| | |
|---|---|
| Zone 1- 0 to 75 miles | $0.00 (including the City of Fallon and the Fallon Naval Air Base) |
| Zone 2- 75 to 100 | $5.00 |
| Zone 3- over 100 | $10.00 |

| | | | |
|---|---|---|---|
| **SPRINKLER FITTER** | | | Non-Union |

| | | | |
|---|---|---|---|
| Sprinkler Fitter-Journeyman | 23.50 | 21.15 | |
| Sprinkler Fitter-Foreman | 23.50 | 21.15 | |
| Sprinkler Fitter-General Foreman | 23.50 | 21.15 | |

**SPRINKLER FITTER**

Includes but is not limited to:
Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

| **SURVEYOR** | | | Union |
|---|---|---|---|
| Surveyor | 72.16 | 64.94 | |

**SURVEYOR**, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

In addition to: SURVEYOR rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

| | |
|---|---|
| Zone 1-0 to 20 miles | $0.00 |
| Zone 2-21 to 40 miles | $2.00 |
| Zone 3-41 to 60 miles | $3.00 |
| Zone 4-over 60 miles | $3.50 |

| **TAPER** | | | Union |
|---|---|---|---|
| Taper | 44.81 | 40.33 | |

TAPER JOB DESCRIPTION

| **TILE SETTER/TERRAZZO WORKER/MARBLE MASON** | | | Union |
|---|---|---|---|
| Tile, Terrazzo and Marble Finisher | 29.32 | 26.39 | |
| Tile Setter/Terrazzo Worker/Marble Mason | 39.12 | 35.21 | |

TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER JOB DESCRIPTION
TILE/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION
ADD ZONE RATE
In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable

amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

| | |
|---|---|
| Zone 1-0-50 Miles | $0.00 |
| Zone 2-50-75 Miles | $3.75 |
| Zone 3-Over 75 Miles | $8.13 |

| **TRAFFIC BARRIER ERECTOR** | | | Union |
|---|---|---|---|
| Traffic Barrier Erector | 38.08 | 34.27 | |

**TRAFFIC BARRIER ERECTOR**, includes but is not limited to:
Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

ADD LABORER ZONE RATE
**LABORER** (Highway and Dam Construction only)
In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

| | |
|---|---|
| Zone 1-0 to 75 miles | $0.00 |
| Zone 2-75 to 150 miles | $4.00 |
| Zone 3-150 to 300 miles | $5.00 |
| Zone 4-300 miles and over | $6.00 |

| **TRUCK DRIVER** | | | Non-Union |
|---|---|---|---|
| Truck Driver | 29.37 | 26.43 | |

**TRUCK DRIVER**, includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

| **WELL DRILLER** | | | Non Union |
|---|---|---|---|
| Well Driller | 52.12 | 46.91 | |

**WELL DRILLER**, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

| **LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)** | | | Union |
|---|---|---|---|
| Lubrication and Service Engineer (mobile and grease rack) | 58.11 | 52.30 | |

ADD OPERATING ENG. ZONE RATE
In addition to: LUBRICATION AND SERVICE ENGINEER rates add the applicable amounts per hour calculated based on a road miles from the Washoe County Courthouse:

| | | | |
|---|---|---|---|
| Zone 1-0 to 75 miles $0.00<br>Zone 2-75 to 150 miles $3.00<br>Zone 3-151 to 300 miles $4.00<br>Zone 4-301 miles and over $5.00 | | | |
| **SOIL TESTER (CERTIFIED)** | See Amendment 3 | | Union |
| Soil Tester (Certified) | 71.19 | 64.07 | |
| **OPERATING ENGINEER**<br><br>In addition to: **SOILS TESTER** (Certified) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:<br>Zone 1-0 to 20 miles $0.00<br>Zone 2-21 to 40 miles $2.00<br>Zone 3-41 to 60 miles $3.00<br>Zone 4-over 60 miles $3.50 | | | |
| **SOILS AND MATERIALS TESTER** | See Amendment 3 | | Union |
| Soils and Materials Tester | 71.19 | 64.07 | |
| **OPERATING ENGINEER**<br><br>In addition to: **FIELD SOILS AND MATERIAL TESTER** rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:<br>Zone 1-0 to 20 miles $0.00<br>Zone 2-21 to 40 miles $2.00<br>Zone 3-41 to 60 miles $3.00<br>Zone 4-over 60 miles $3.50 | | | |

# GROUP CLASSIFICATIONS

**LABORER**, includes but is not limited to:

**Group 1**
All cleanup work of debris, grounds, and building including windows and tile
Dumpmen or Spotter (other than asphalt)
Handling and Servicing of Flares, Watchmen
General Laborer
Guide Posts and Highway Signs
Guardrail Erection and Dismantling
Limber, Brushloader and Piler
Pavement Marking and Highway Striping
Traffic Control Supervisor

**Group 2**
Choker setter or Rigger (clearing work only) Pittsburgh
Chipper and similar type brush shredders
Concrete worker (wet or dry) all concrete work not listed in Group 3
Crusher or Grizzly Tender
Greasing Dowels
Guinea Chaser (Stakemen)
Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
Railroad Trackmen (maintenance, repair or builders)
Sloper
Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)

**Group 3**
Asphalt Workers (Ironers, Shovelers, Cutting Machine)
Buggymobile
Chainsaw, Faller, Logloader and Bucker
Compactor (all types)
Concrete Mixer under 1/2 yard
Concrete Pan Work (Breadpan type), handling, cleaning\stripping
Concrete Saw, Chipping, Grinding, Sanding, Vibrator
Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
Curbing or Divider machine
Curb Setter (precast or cut)
Ditching Machine (hand-guided)
Drillers Helper, Chuck Tender
Form Raiser, Slip Forms
Grouting of Concrete Walls, Windows and Door Jams
Headerboardmen
Jackhammer, Pavement Breaker, Air Spade
Mastic Worker (wet or dry)
Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
All Power Tools (air, gas, or electric), Post Driver
Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry

Rototiller
Rigging and Signaling in connection with Laborers' work
Sandblaster, Potmen, Gunmen or Nozzlemen
Vibra-screed
Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

**Group 4**
Burning and Welding in connection with Laborers' work
Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
High scalers
Concrete pump operator
Heavy Duty Vibrator with Stinger 5" diameter or over
Pipelayer, Caulker and Bander
Pipelayer-waterline, Sewerline, Gasoline, Conduit
Cleaning of Utility Lines
Slip Lining of Utility Lines (including operation of Equipment)
TV Monitoring and Grouting of Utility Lines
Asphalt Rakers

**Group 4A**
Foreman

**Group 5**
Construction Specialists
Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing
Asbestos removal
Lead abatement
Hazardous waste
Material removal

**Group 6**
Gunite Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

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**OPERATING ENGINEER**, includes but is not limited to:

**Group 1**
Engineer Assistant

**Group 1A**
Heavy Duty Repairman Helper
Oiler
Parts man

**Group 2**
Compressor Operator

Material Loader and/or Conveyor Operator (handling building materials)
Pump Operator

**Group 3**
Bobcat or similar loader, 1/4 cu. yd. or less
Concrete Curing Machines (streets, highways, airports, canals)
Conveyor Belt Operator (tunnel)
Forklift (under 20 )
Engineer Generating Plant (500 K.W.)
Mixer Box Operator (concrete plant)
Motorman
Rotomist Operator
Oiler (truck crane)

**Group 4**
Concrete Mixer Operator, Skip type
Dinky Operator
Forklift (20' or over) or Lumber Stacker
Ross Carrier
Skip Loader Operator (under one (1) cu. yd.)
Tie Spacer

**Group 5**
Concrete Mixers (over one (1) cu. yd.)
Concrete Pumps or Pumpcrete Guns
Elevator and Material Hoist (one (1) drum)
Groundman for Asphalt Milling and similar

**Group 6**
Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c.
Boom Truck or Dual Purpose a-Frame Truck
B.L.H. Lima Road Pactor or similar
Chip Box Spreader (Flaherty type or similar)
Concrete Batch Plant (wet or dry)
Concrete Saws (highways, streets, airports, canals)
Locomotives (over thirty (30) tons)
Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
Pavement Breaker, Truck Mounted, with compressor combination
Pavement Breaker or Tamper (with or without compressor combination)
Power Jumbo Operator (setting slip-forms, etc., in tunnels)
Roller Operator (except asphalt)
Self-Propelled Tape Machine
Self-Propelled Compactor (single engine)
Self-Propelled Power Sweeper Operator
Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
Small Rubber-Tired Tractors
Snooper Crane, Paxton-Mitchell or similar
Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

**Group 7**
Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.
Compressor (over 2)
Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply
Concrete Conveyor, Building Site
Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
Crusher Plant Engineer
Generators
Kolman Loader
Material Hoist (two (2) or more drums)
Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
Mine or Shaft Hoist
Pipe Bending Machines (pipeline only)
Pipe Cleaning Machines (tractor-propelled and supported)
Pipe Wrapping Machines (tractor-propelled and supported)
Portable Crushing and Screening Plants
Post Driller And/Or Driver
Pumps ( over 2)
Roller Operator (asphalt)
Screedman (except asphaltic or concrete paving)
Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
Slusher Operator
Surface Heater and Planer Operator
Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
Truck-Type Loader
Welding Machines (gasoline or diesel)

**Group 8**
Asphalt Plant Engineer
Asphalt Milling Machine
Cast-In-Place Pipe-Laying Machine
Combination Slusher and Motor Operator
Concrete Batch Plant (multiple units)
Dozer Operator
Drill Doctor
Elevating Grader Operator
Grooving and Grinding Machine (highways)
Ken Seal Operator
Loader (up to and including two and one-half (2 1/2) cu. yds)
Mechanical Trench Shield
Mixermobile
Push Cats
Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " m.r.c., Euclids, T-Pulls, DW10, 20, 21 and similar)
Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
Sheepfoot

Small Tractor (with boom)
Soil Stabilizer (P & H or equal)
Timber Skidder (rubber-tired) or similar equipment
Tractor-Drawn Scraper
Tractor Operator
Tractor-Mounted Compressor Drill Combination
Trenching Machine Operator (over three (3) feet depth)
Tri-Batch Paver
Tunnel Badger or Tunnel Boring Machine Operator
Tunnel Mole Boring Machine
Vermeer T-600b Rock Cutter

**Group 9**
Chicago Boom
Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
Combination Mixer and Compressor (gunite)
Heavy Duty Repairman and/or Welder
Lull Hi-Lift (twenty (20) feet or over)
Mucking Machine
Sub-Grader (Gurries or other types)
Tractor (with Boom) (D6 or larger)
Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers )

**Group 10**
Boom-Type Backfilling Machine
Bridge Crane
Cary-Lift or similar
Chemical Grouting Machine
Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
Derrick Barges (except excavation work)
Euclid Loader and similar types
Gradesetter, Grade Checker
Heavy Duty Rotary Drill Rigs
Lift-Slab (Vagtborg and similar types)
Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
Locomotive (over one hundred (100) tons, single or multiple units)
Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
Pre-Stress Wire Wrapping Machine
Rubber-Tired Scraper, Self-Loading
Single-Engine Scraper (over thirty-five (35) cu. yds.)
Shuttle Car (Reclaim Station)
Train Loading Station
Trenching Machine multi-engine with sloping attachments (Jefco or similar)
Vacuum Cooling Plant
Whirley Crane (up to and including twenty-five (25) tons)

**Group 10A**
Backhoe-Hydraulic (up to and including one (1) cu. yd)
Backhoe (up to and including one (1) cu. yd.) (Cable)
CMI Dual Lane Auto-Grader SP30 or similar type
Cranes (not over twenty-five (25) tons) (hammerhead and gantry)

Finish Blade
Gradalls (up to and including one (1) cu. yd.)
Motor Patrol Operator
Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
Rubber-Tired Scraper, Self-Loading (twin engine)
Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

**Group 11**
Automatic Asphalt or Concrete Slip-Form Paver
Automatic Railroad Car Dumper
Canal Trimmer
Cary Lift, Campbell or similar type
Cranes (over twenty-five (25) tons)
Euclid Loader when controlled from the Pullcat
Highline Cableway Operator
Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
Multi-Engine Scrapers (when used to Push Pull)
Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
Self-Propelled Compactor (with multiple-propulsion power units)
Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
Slip-Form Paver (concrete or asphalt)
Tandem Cats and Scraper
Tower Crane Mobile (including Rail Mount)
Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
Universal Liebher and Tower Cranes (and similar types)
Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
Whirley Cranes (over twenty-five (25) tons)

**Group 11A**
Band Wagons (in conjunction with Wheel Excavators)
Operator of Helicopter) when used in construction work)
Loader (over twelve (12) cu. yds.)
Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
Power Shovels. Clamshells, Draglines, Backhoes, and Gradalls (over seven 7 cu. yds. m.r.c.)
Remote-Controlled Earth Moving Equipment
Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

**Group 11B**
Holland Loader or similar or Loader (over 18 cu. yds)

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## OPERATING ENGINEERS - Steel Fabricator & Erector

**Group 1**
Cranes over 100 tons
Derrick over 100 tons
Self-Propelled Boom Type Lifting Devices over 100 tons

**Group 2**
Cranes over 45 tons up to and including 100 tons
Derrick, 100 tons and under
Self Propelled Boom Type Lifting Device, over 45 tons
Tower Crane

**Group 3**
Cranes, 45 tons and under
Self Propelled Boom Type Lifting Device, 45 tons and under

**Group 4**
Chicago Boom
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

**Group 5**
Boom Cat

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## OPERATING ENGINEER -Piledriver

**Group 1**
Derrick Barge Pedestal mounted over 100 tons
Clamshells over 7 cu. yds.
Self Propelled Boom Type Lifting Device, over 100 tons
Truck Crane or Crawler, land or barge mounted over 100 tons

**Group 2**
Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
Clamshells up to and including 7 cu. yds.
Self Propelled Boom Type Lifting Device over 45 tons
Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

**Group 3**
Derrick Barge Pedestal mounted under 45 tons
Self Propelled Boom Type Lifting Device 45 tons and under
Skid/Scow Piledriver, any tonnage
Truck Crane or Crawler, land or barge mounted 45 tons and under

**Group 4**
Assistant Operator in lieu of Assistant to Engineer
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

**Group 5**
No current classification

**Group 6**
Deck Engineer

**Group 7**
No current classification

**Group 8**
Deckhand
Fireman

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1. Division 1
2. Division 2

# DIVISION 9
# CONSTRUCTION SPECIFICATIONS

**DIVISION 1 – GENERAL REQUIREMENTS**

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# SECTION 01010 - SUMMARY OF WORK

## Part I – General

### 1.1 Summary of Project

A. The Work to be performed under these specifications shall include furnishing all labor, materials, equipment, tools, transportation and incidentals necessary for the completion of all Work contemplated by the Contract Documents for the 2019 Carson River Bank Stabilization Project for the Dayton Valley Conservation District.

B. The Work includes, but is not necessarily limited to, construction of stream barbs, rock toe protection rip rap, rock refusal trench, vertical willow bundles, and mass on-site earth movement.

### 1.2. Location of Project

A. The Work generally is located in the Dayton Valley area of Lyon County, Nevada. The project location is best shown on the vicinity map on Sheet C1 of the approved improvement plans.

### 1.3. Work by Others

A. See Article 7 of the General Conditions.

### 1.4. Required Notice

A. Forty-eight hours prior to performing any Work or storing any materials at the Project sites, CONTRACTOR shall contact the OWNER to inform them of the nature of Work to be performed.

B. Prior to commencing excavations, CONTRACTOR shall notify U.S.A. Utility Notification Service at 1-800-227-2600 of his planned excavation and progress schedule. Following such notification, CONTRACTOR shall make arrangements with each respective utility owner to have a representative present when their utility is exposed.

C. Should a utility be damaged, CONTRACTOR shall immediately notify the utility owner and affected users of the pending outage and the estimated length of time utility service will be interrupted. Temporary service, if required, will be arranged and paid for by CONTRACTOR.

## Part II – Products (Not Used)

## Part III – Execution

### 1.1 Sequencing of Construction

A. De-watering of any site shall be in place prior to commencement of constructing proposed improvements.

B. Contractor shall sequence construction such that work commences at the upstream end of each project and proceeds to the downstream end of the project.

### 1.2. Protection of Work

A. Due to the variability in water elevations the Contractor shall schedule his work to ensure that the rock slope protection is in place for any portion of the bank within five (5) working days of the bank subgrade being prepared.

## 1.3 Equipment and Operations

A. All equipment shall be leak-free and steamed wash prior to being transported to site. If equipment leaves site it will be washed, cleaned and inspected again prior to being allowed back on-site.

B. Contractor shall employ Best Management Practices at all times during normal fueling and maintenance operations.

**END OF SECTION**

## SECTION 01019 - CONTRACT CONSIDERATIONS

### Part I - General

#### 1.1. Contract Time

A. See Article 4 of the Agreement.

#### 1.2. Liquidated Damages

A. See Article 4 of the Agreement.

#### 1.3. Application for Payments

A. Payment procedures are covered in Article 14 of the General Conditions and Article 6 of the Contract.

#### 1.4. Change Order Procedures

A. Change Orders shall be executed by the OWNER and CONTRACTOR as described in Articles 10 and 11 of the General Conditions on the Change Order form as provided in Division 8 - Exhibits.

#### 1.5. Schedule of Values

A. See Article 14.01 of the General Conditions.

### Part II – Products (Not Used)

### Part III – Execution (Not Used)

**END OF SECTION**

## SECTION 01025 - MEASUREMENT AND PAYMENT

### Part 1 GENERAL

#### 1.1. Section Includes

A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.

#### 1.2. Authority

A. Measurement methods delineated in the individual specification sections complements the criteria of this section.

B. Assist by providing necessary equipment, workers, and survey personnel as required.

#### 1.3. Unit Quantities Specified (Not Used)

#### 1.4. Methods of Measurement

A. Measurement Devices:
   1. Weigh Scales: Inspected, tested and certified by the State of Nevada Bureau of Weights and Measures within the past year.
   2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
   3. Metering Devices: Inspected, tested and certified by the State of Nevada Bureau of Weights and Measures within the past year.

B. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

C. Measurement by Area: Measured by square dimension using mean length and width or radius.

D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.

E. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

#### 1.5. Measurement and Payment

This Section of the Specifications here-by replaces the Measurement and Payment sub-sections of the Standard Specifications for the various Bid Items. All measurement and payment shall be based in English Units unless otherwise provided for in these Specifications.

The Bid Items listed are meant to encompass all work as called out in these Construction Specifications and as shown on the drawings. If an item is not specifically mentioned, it shall be assumed to be included in the most appropriate Bid Item.

**BASE BID SCHEDULE**

| | |
|---|---|
| **Bid Item 1:** | **Mobilization, Bonding, Insurance, Preparation of SWPP and Demobilization** |
| Measurement: | No separate measurement will be made for this item. |
| Payment: | Payment for mobilization, bonding, preparation, preparation of SWPPP and demobilization will be at the Contract lump sum amount which shall include full compensation for mobilization, submittal of all agreements, bonds, certifications, certificates of insurance, preparation of the SWPPP, obtaining all necessary permits, submittal of all necessary schedules, meetings, administration, coordination, record drawings, and demobilization. The lump sum Contract |

amount shall be prorated at the Owner's judgment of actual progress of the Work versus the schedule submitted by the Contractor, taking into consideration any agreed upon changes to the schedule.

Scope: The scope of this item shall include all labor, materials and equipment required to move onto the site, set up temporary sanitary facilities (due to the remote nature of the site a temporary job shack with power and water is not required). It shall also include submittal of an approved shop drawing schedule, submittal of an approved schedule of values, and submittal of an approved construction schedule as outlined in Article 2 of the General Conditions, coordinate and supervise construction-related activities between the Contractor(s), Owner, Engineer, inspectors, government agencies and other parties which may require information or consultation during performance of the Work, all labor and materials required to leave the site, break down remove temporary facilities installed to facilitate construction, and cleanup of any spoils from excavation, garbage and miscellaneous debris generated during construction. Prorating of the lump sum will be accomplished by Engineer's judgment of the actual progress of the Work versus the schedule submitted by the Contractor, taking into account any agreed-upon changes to the schedule.

**Bid Item 2:** **Diversion and Dewatering**

Measurement: No separate measurement will be made for this item.

Payment: Payment for the diversion and dewatering will be at the Contract lump sum amount which shall include full compensation for all labor, materials, tools, equipment, excavation, compaction and incidentals required to perform the Work. The lump sum Contract amount shall be prorated at the Owner's judgment of actual progress of the Work versus the schedule submitted by the Contractor, taking into consideration any agreed upon changes to the schedule.

Scope: The scope of this item shall include all labor, materials and equipment required to divert the water (surface and underground) from the location of work which includes the on-site borrow areas from existing gravel bars. The Contractor shall submit a plan to Engineer showing the manner in which the Contractor plans to dewater the site prior to implementation. This item includes removal of all works associated with the diversion and dewatering techniques including re-shaping the existing channel bed so low flows are directed along new toe of bank at the end of construction. The contractor shall plan the work for diversion and dewatering to ensure enough native material is available for re-grading of the failed banks. If relocation of de-watering channel is required to generate additional material, no additional payment will be made.

**Bid Item 3:** **Site Clearing, Preparation and Dust Control**

Measurement: No separate measurement will be made for this item.

Payment: Payment for site clearing, preparation and dust control will be made at the Contract lump sum amount, which shall include full compensation for all labor, materials, tools, equipment, and incidentals required to perform the Work. The lump sum Contract amount shall be prorated at the Owner's judgment of actual progress of the Work versus the schedule submitted by the Contractor, taking into consideration any agreed upon changes to the schedule.

Scope: The scope of this item shall include all labor, materials and equipment required to perform site clearing, preparation and dust control for the site. Vegetation within the work area shall be stripped and spoiled on-site at a location designated by the Owner. Large trees and branches (having a diameter of six inches or greater) shall be removed from the work area (which includes the low flow channel) cut into 36-inch lengths and stored neatly at a location on-site designated by the

Owner. "Slash" material (defined as branches and trees less than six inches in diameter) shall be stored at a location on-site as designated by the Owner. A "stump hole" may be allowed at a location designated by and with the approval of the Owner. This task includes the installation of temporary erosion control measures in accordance with Best Management Practices (BMPs) as required by the terms of the permitting agency. Contractor shall maintain dust control on a regular basis within the work area as well as the construction access route as necessary to prevent the site from becoming a dust hazard. This task includes removal and replace of in-kind fencing that may be required to facilitate access and/or construction.

**Bid Item 4:** **Mass On-Site Earth Movement to Plan Contours**

Measurement: The quantity of mass on-site earth movement will be measured per cubic yard of cut material that is in place as shown on the plans.

Payment: Payment for the mass on-site earth movement to plan contours will be at the Contract unit price per cubic yard which shall include full compensation for all labor, materials, tools, equipment, excavation, backfill, compaction, cleaning, site restoration, and incidentals required to perform the Work.

Scope: The scope of this item shall include all labor, materials and equipment required to excavate and place the existing on-site soil to the contours as shown on the approved drawings. Fill material will consist of mining unspecified native gravel/sand bar deposits that are naturally occurring within the low flow channel of the river bed. Depth of excavations shall not exceed the proposed contours shown on the approved plans.

**Bid Item 5:** **Mine and Place Unspecified Fill From River**

Measurement: The quantity of material to be mined and placed will be measured per cubic yard of material that is in place as shown on the plans.

Payment: Payment for this item will be at the Contract unit price per cubic yard which shall include full compensation for all labor, materials, tools, equipment, excavation, backfill, compaction, cleaning, site restoration, and incidentals required to perform the Work.

Scope: The scope of this item shall include all labor, materials and equipment required to furnish and install unspecified soil from the river bed in the locations generally shown on the plans and labeled as "Potential Borrow Area" including excavation, screening, transporting and place the material to the contours as shown on the approved drawings. Fill material will consist of mining unspecified native gravel/sand bar deposits that are naturally occurring within the low flow channel of the river bed as depicted on the approved plans. Depth of excavations shall not exceed the proposed contours shown on the approved plans.

**Bid Item 6:** **Select Rock Rip-Rap for Slope Protection**

Measurement: The quantity of select rock rip-rap for slope protection, will be measured per cubic yard in place on the surface of the ground as shown on the Drawings.

Payment: Payment for the select rock rip-rap for slope protection, stream barbs and refusal trenches will be at the Contract unit price per cubic yard which shall include full compensation for all labor, materials, tools, equipment, excavation, compaction and incidentals required to perform the Work.

Scope: The scope of this item shall include all labor, materials and equipment required to furnish and place the select rock rip-rap along the slope of the new bank in the location and shape specified on the approved plans. The rock shall be placed and shaped (not end-dumped) as specified on the approved drawings to provide a neat and workmanlike appearance at the end of construction. Note under Bid Item 8

that the Contractor shall be working with the Owner on installing the vegetation mitigation furnished by the Owner. The Contractor will place the rock rip-rap in such a fashion to ensure the finished product appears as specified on the Rock Toe & Slope Protection detail of the approved drawings.

**Bid Item 7:** **Rock Rip-Rap for Refusal Trenches**

Measurement: The quantity of select rock rip-rap for refusal trenches will be measured per cubic yard in place on the surface of the ground as shown on the Drawings.

Payment: Payment for the select rock rip-rap for refusal trenches will be at the Contract unit price per cubic yard which shall include full compensation for all labor, materials, tools, equipment, excavation, compaction and incidentals required to perform the Work.

Scope: The scope of this item shall include all labor, materials and equipment required to furnish and place the select rock rip-rap in the location and shape specified for the refusal trenches. The rock shall be placed and shaped (not end-dumped) as specified on the approved drawings to provide a neat and workmanlike appearance at the end of construction. Note under Bid Item 8 that the Contractor shall be working with the Owner on installing the vegetation mitigation furnished by the Owner. The Contractor will place the rock rip-rap in such a fashion to ensure the finished product appears as specified on the Rock Refusal Trench detail of the approved drawings.

**Bid Item 8:** **Erosion Control Blanket**

Measurement: The quantity of select rock rip-rap for refusal trenches will be measured per square foot in place on the surface of the ground as shown on the Drawings.

Payment: Payment installing erosion control blanket will be at the Contract unit price per square foot, which shall include full compensation for all labor, materials, tools, equipment, excavation, compaction and incidentals required to perform the Work. The lump sum Contract amount shall be prorated at the Owner's judgment of actual progress of the Work versus the schedule submitted by the Contractor, taking into consideration any agreed upon changes to the schedule.

Scope: The scope of this item shall include all labor, materials and equipment required to furnish and place the erosion control blanket at the location and shape specified for the stream barbs. The rock shall be placed and shaped (not end-dumped) as specified on the approved drawings to provide a neat and workmanlike appearance at the end of construction. The Contractor will place the erosion control blanket in such a fashion to ensure the finished product appears as specified on the appropriate detail of the approved drawings.

**Bid Item 9:** **Vegetation Mitigation**

Measurement: No separate measurement will be made for this item.

Payment: Payment for the vegetation mitigation will be at the Contract lump sum amount which shall include full compensation for all labor, materials, tools, equipment, excavation, backfill, and incidentals required to perform the Work. The lump sum Contract amount shall be prorated at the Owner's judgment of actual progress of the Work versus the schedule submitted by the Contractor, taking into consideration any agreed upon changes to the schedule.

Scope: The scope of this item shall include all labor and equipment required to assist the Owner with the installation of the specified vegetation mitigation on the approve plans. After the failed bank has been shaped by the Contractor to the subgrade contour specified on the approved drawings the Contractor shall provide excavation of the bank to allow for the installation of the vegetation mitigation

(as specified on the approved drawings) by the Owner. The Contractor shall work under the direction of the Owner for this portion of the work.

**BID ALTERNATE 'A' SCHEDULE**

| | |
|---|---|
| **Bid Item 10:** | **Select Rock Rip-Rap for Stream Barbs** |
| Measurement: | The quantity of select rock rip-rap for stream barbs will be measured per cubic yard in place on the surface of the ground as shown on the Drawings. |
| Payment: | Payment for the select rock rip-rap for stream barbs will be at the Contract unit price per cubic yard which shall include full compensation for all labor, materials, tools, equipment, excavation, compaction and incidentals required to perform the Work. |
| Scope: | The scope of this item shall include all labor, materials and equipment required to furnish and place the select rock rip-rap in the location and shape specified for the stream barbs. The rock shall be placed and shaped (not end-dumped) as specified on the approved drawings to provide a neat and workmanlike appearance at the end of construction. Note under Bid Item 8 that the Contractor shall be working with the Owner on installing the vegetation mitigation furnished by the Owner. The Contractor will place the rock rip-rap in such a fashion to ensure the finished product appears as specified on the Stream Barb detail of the approved drawings. |

**Part II – Products (Not Used)**

**PART III – Execution (Not Used)**

**END OF SECTION**

# SECTION 01039 - COORDINATION AND MEETINGS

## Part I - General

### 1.1. Coordination of Work

A. See Article 6 of the General Conditions.

### 1.2. Field Engineering

A. Authority and duties of the ENGINEER are covered in Article 9 of the General Conditions.

### 1.3. Preconstruction Conference

A. See Article 2.06 of the General Conditions.

### 1.4. Progress Meetings

A. CONTRACTOR shall arrange and conduct progress meetings at least twice every month. Progress meetings shall be attended by CONTRACTOR, subcontractors, utility companies, representatives of ENGINEER and OWNER, and others that are active in the execution of the Work.

B. Agendas of progress meetings shall include review of progress and the construction schedule, review of application for payment and a review of the status of the record documents.

C. Progress and Schedule Review.

The progress of the Work and Construction Schedule shall be reviewed to verify:

C.1. Actual start and finish dates of completed activities since last progress meeting.

C.2. Durations and progress of activities not completed.

C.3. Reasons, time and cost data of Change Order Work that is to be incorporated into the Construction Schedule or Application for Payment.

D. Review of Application for Payment.

E. CONTRACTOR shall have prepared his Application for Payment and supporting information required by the Contract Documents for preliminary review at the progress meeting. ENGINEER will process CONTRACTOR's Application for Payment in accordance with the applicable portions of Article 14 of the General Conditions.

F. Schedule Update.
After each progress meeting, CONTRACTOR shall submit to ENGINEER one print of the last accepted Construction Schedule, marked-up in accordance with the monthly progress meeting, and one copy of the revised schedule incorporating the updated schedule information.

## Part II – Products (Not Used)

## Part III – Execution (Not Used)

**END OF SECTION**

# SECTION 1300 – SUBMITTAL

## Part I - General

### 1.1. Submittal Procedures

A. In ample time for each to serve its purpose and function, CONTRACTOR shall submit to ENGINEER such schedules, reports, drawings, lists, literature, samples, instructions, directions, and guarantees as are specified or reasonably required for construction, operation and maintenance of the Work.

B. Transmit four (4) copies of submittal information accompanied by the required transmittal form.

C. Sequentially number transmittal forms. Resubmittals shall have original number with an alphabetic suffix.

D. Identify Project, supplier, pertinent drawing sheet and detail number and original number with an alphabetic suffix.

E. CONTRACTOR shall stamp, sign or initial each transmittal certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

F. Schedule submittal to expedite the Project, and deliver to ENGINEER at business address. Coordinate submission or related items.

G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.

H. Provide space for ENGINEER's review stamp.

I. Revise and resubmit submittal as required, identify all changes made since previous submittal. OWNER reserves the right to charge CONTRACTOR for submittal review beyond the second resubmittal for the particular item.

J. Distribute copies of reviewed submittal to concerned or affected parties. Instruct parties to promptly report any inability to comply with provisions.

K. See Article 6.17 of the General Conditions for Additional requirements.

### 1.2. Construction Progress Schedule

A. See Article 2.05 B, Article 6.04 of the General Conditions.

## PART II – Products (Not Used)

## PART III – Execution (Not Used)

**END OF SECTION**

# SECTION 01400 - QUALITY CONTROL

## Part 1 – General

### 1.1. General

A. ENGINEER reserves the right to test and inspect materials and equipment at their place of origin or at the Project Site.

B. Provide written notice to ENGINEER well in advance of actual readiness of materials and equipment to be tested and inspected at point of origin.

C. Satisfactory tests and inspections at place of origin shall not be construed as final acceptance.

D. Materials and equipment that require testing and inspection at place of origin shall not be shipped prior to testing and inspection.

### 1.2. Authorities and Duties of Inspector

A. Inspectors employed by the OWNER or ENGINEER are authorized to inspect all Work performed and materials or equipment furnished.

B. Inspector will not alter or waive provisions of the Contract Documents.

C. Inspector will inform ENGINEER of the progress of the Work and call the CONTRACTOR's attention to areas of nonconformance with the Contract Documents that the inspector may have observed.

D. Inspector will not accept or approve any portion of the Work, issue instructions contrary to the Contract Documents, or act as foreman for the CONTRACTOR.

E. Inspector may reject defective materials, equipment, or Work subject to the final decision by the ENGINEER.

### 1.3. Inspection

A. See Article 13.03 and Article 13.04 of the General Conditions.

### 1.4. Samples and Tests

A. See Article 13.03 and Article 13.04 of the General Conditions.

### 1.5. Test Standards

A. Sampling, specimen preparation, and testing of materials shall be in accordance with Standard Specifications for Public Works Construction, latest edition and these Specifications.

B. Physical properties of material not particularly specified shall conform to the latest standards as published by the American Society of Testing Materials.

## PART II – Products (Not Used)

## PART III – Execution (Not Used)

**END OF SECTION**

## SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY FACILITIES

### Part 1 – General

#### 1.1. General

A. Provide and maintain all temporary facilities and utilities required for execution of the Work.

#### 1.2. Contractor's Project Office (Not Used)

#### 1.3. Sanitary Facilities

A. Provide and maintain suitable chemical toilets at readily accessible locations at the Project site.

B. Sanitary facilities shall be removed completely from the site prior to final acceptance.

#### 1.4. First Aid Facilities

A. Provide first aid facilities and information conforming to the minimum requirements of the Occupational Safety and Health Administration (OSHA) in readily accessible locations.

B. Make all reports required by any authority having jurisdiction and permit all safety inspections of the Work.

#### 1.5. Project Security

A. Make adequate provisions for the protection of the Work against flood, fire, theft and vandalism.

#### 1.6. Dust Control

A. Provide whatever action, procedures or means as required to prevent abnormal dust conditions due to the execution of the Work, including off-site facilities being used by CONTRACTOR, such as unpaved roads, excavation or fill areas, demolition operations and other activities.

B. Provide dust control by sprinkling water, use of dust palliatives, modification of operations or other means acceptable to agencies having jurisdiction.

#### 1.7. Drainage Control

A. Provide drainage means to protect the Work.

B. Exercise care to minimize disturbances of pre-existing drainage patterns.

C. Do not direct drainage onto private property or streets without written approval of the owner or agency having jurisdiction.

#### 1.8. Construction Water

The Contractor shall be responsible for identifying the source of construction water, obtaining all required permits, and paying all fees associated with the use of the water.

### Part II – Products (Not Used)

### PART III – Execution (Not Used)

**END OF SECTION**

# SECTION 01600 – MATERIAL AND EQUIPMENT

## Part 1 – General

### 1.1. General

A. All items of mechanical equipment shall be tested for proper operation, efficiency and capacity.

### 1.2. Preliminary Equipment Tests (Not Used)

### 1.3. Final Test Operations

A. Upon installation and testing of all improvements and when the entire Work is ready for operation, OWNER will test improvements for a period not to exceed one (1) hour by allowing a low flow of water past temporary de-watering and diversion work so Engineer and Owner may verify a low flow of water is being appropriately routed.

B. Correct defects of materials, equipment or workmanship which appear during this test period.

C. After corrections are made, the one (1) hour test shall be run again before final acceptance.

D. OWNER shall provide all personnel, power, water, chemicals, fuel, oil, grease and other necessary facilities for conducting final test operations.

E. See Section 01650 – Equipment Startup for additional requirements.

## Part II – Products (Not Used)

## Part III – Execution (Not Used)

**END OF SECTION**

## SECTION 01700 – CONTRACT CLOSEOUT

### Part 1 – General

#### 1.1. General

A. The intent of the Contract Documents is that the CONTRACTOR shall deliver complete and operable facilities capable of performing their intended functions and operating accordingly at the time of final acceptance.

#### 1.2. Cleanup

A. See Article 6.11 B and Article 6.11 C of the General Conditions.

#### 1.3. Waste Disposal

A. Dispose of surplus material; excess excavated material, waste products and debris including making arrangements for such disposal.

B. Obtain written permission from private owner prior to disposing of surplus materials, excess excavated material, waste products and debris.

C. Provide ENGINEER and OWNER with copy of written permission letter prior to commencing disposal operations.

D. Do not fill in ditches, washes or drainage courses.

E. Disposal operations shall not create unsightly or unsanitary nuisances.

F. Maintain disposal site in a condition of good appearance and safety during the construction period.

G. Prior to final acceptance, complete shaping, leveling and cleanup of disposal site.

#### 1.4. Record Documents

A. See Article 6.12 of the General Conditions.

#### 1.5. Touch-up and Repair

A. Touch-up or repair finish surfaces on structures, or installations which have been damaged prior to final acceptance.

B. Surfaces on which touch-up and/or repair will not be satisfactory shall be completely refinished or in the case of hardware or similar items, the item shall be replaced.

### Part II – Products (Not Used)

### Part III – Execution (Not Used)

**END OF SECTION**

**END OF DIVISION 1 - GENERAL REQUIREMENTS**

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## DIVISION 2 – SITEWORK

## SECTION 02205 SOIL MATERIALS

### Part 1 General

#### 1.1 Section Includes

A. Subsoil materials.

B. Topsoil materials.

#### 1.2 Related Sections

A. Article 4.02 of the General Conditions: Geotechnical report; bore hole locations and findings of subsurface materials.

B. Section 01019 - Contract Considerations.

C. Section 01400 - Quality Control: Testing soil fill materials.

D. Section 02211 - Rough Grading.

E. Section 02223 - Backfilling.

F. Section 02225 - Trenching.

#### 1.3 Unit Prices – Measurement and Payment

A. Section 01025 - Measurement and Payment.

#### 1.4 References

A. AASHTO T180 - Moisture-Density Relations of Soils using a 10-lb (4.54-kg) Rammer and an 18-in. (457-mm) Drop.

B. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.

C. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.

D. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54-Kg) Rammer and 18 inch (457 mm) Drop.

E. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

F. ASTM D2487 - Classification of Soils for Engineering Purposes.

G. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

H. ASTM D3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

### 1.5 Submittals for Review

A. Section 01300 - Submittals: Procedures for submittals.

B. Samples: Submit, 20-lb. sample (9.0 kg) of rock rip-rap.

### 1.6 Submittals for Information

A. Section 01300 - Submittals: Procedures for submittals.

B. Materials Source: Submit name of imported materials source.

### 1.7 Quality Assurance

A. Perform Work in accordance with Standard Specifications for Public Works Construction, latest edition.

## Part 2 Products

### 2.1 Subsoil Materials

A. Subsoil Type: Unclassified Native Materials free of deleterious material, vegetation and rocks larger than 4" in any size.

### 2.2 Topsoil Materials

A. Topsoil Type Unclassified:
   1. As specified on Drawings.

### 2.3 Source Quality Control

A. Section 01400 - Quality Control: Testing and analysis of soil material.

B. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D1557.

C. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D1557.

D. If tests indicate materials do not meet specified requirements, change material and retest.

E. Provide materials of each type from same source throughout the Work.

## Part 3 Execution

### 3.1 Soil Removal

A. Excavate subsoil and topsoil from areas designated.

B. Remove lumped soil, boulders, and rock.

C. Stockpile excavated material in area designated on site and remove excess material not being used, from site.

D. All work shall be conducted within the mean high water level of the river channel.

### 3.2 Stockpiling

A. Stockpile materials on site at locations designated by Contractor.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate differing materials with dividers or stockpile apart to prevent mixing.

D. Prevent intermixing of soil types or contamination.

E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

### 3.3 Stockpile Cleanup

A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent freestanding surface water.

**END OF SECTION**

# SECTION 02207 AGGREGATE MATERIALS

## Part 1 General

### 1.1 Section Includes

A. Aggregate materials.

### 1.2 Related Sections

A. Section 01019 - Contract Considerations

B. Section 01400 - Quality Control: Testing aggregate fill materials.

C. Section 02205 - Soil Materials.

D. Section 02211 - Rough Grading.

E. Section 02223 - Backfilling.

F. Section 02225 - Trenching.

G. Section 02231 - Aggregate Base Course.

H. Section 02275 - Riprap.

I. Section 02667 - Site Water Lines.

J. Section 02722 - Site Storm Sewerage Systems.

### 1.3 Unit Prices – Measurement and Payment

A. Section 01025 - Measurement and Payment.

### 1.4 References

A. AASHTO - M147 - Materials for Aggregate and Soil-Aggregate.

B. AASHTO T180 - Moisture-Density Relations of Soils using a 10-lb (4.54-kg) Rammer and an 18-in. (457-mm) Drop.

C. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.

D. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.

E. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54-Kg) Rammer and 18 inch (457 mm) Drop.

F. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

G. ASTM D2487 - Classification of Soils for Engineering Purposes.

H. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

I. ASTM D3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

J. ASTM D4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

K. ASTM C535; ASTM C127; ASTM C97; ASTM D3744

### 1.5 Submittals for Review

A. Section 01300 - Submittals: Procedures for submittals.

B. Samples: Submit, in airtight containers, 20 lb. (4.5 kg) sample of each type of fill to testing laboratory.

### 1.6 Submittals for Information

A. Section 01300 - Submittals: Procedures for submittals.

B. Materials Source: Submit name of imported materials suppliers.

### 1.7 Quality Assurance

A. Perform Work in accordance with Standard Specifications for Public Works Construction, latest edition. Maintain one copy on site.

## Part 2 Products

### 2.1 Coarse Aggregate Materials:

A. Unspecified native: mine from naturally occurring gravel/sand bars within river channel.

B. Rock Rip-Rap: as specified on approved drawings.

### 2.2 Fine Aggregate Materials: (Not Used)

### 2.3 Source Quality Control

A. Section 01400 - Quality Control: Source testing and analysis of aggregate material.

B. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM C136.

C. If tests indicate materials do not meet specified requirements, change material or material source and retest.

D. Provide materials of each type from same source throughout the Work.

## Part 3 Execution

### 3.1 Stockpiling

A. Stockpile materials on site at locations designated by ENGINEER.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate differing materials with dividers or stockpile apart to prevent mixing.

D. Direct surface water away from stockpile site so as to prevent erosion or deterioration of materials.

E. Prevent intermixing of soil types or contamination.

### 3.2 Stockpile Cleanup

A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent freestanding surface water.

**END OF SECTION**

## SECTION 02110 SITE CLEARING

### Part 1 General

#### 1.1 Section Includes

A. Remove surface debris.

B. Remove paving, curbs and appurtenant items.

C. Clear site of plant life and grass.

D. Remove trees and shrubs.

E. Remove root system of trees and shrubs.

F. Topsoil excavation.

#### 1.2 Related Sections

A. Section 01019 – Contract Considerations.

#### 1.3 Unit Price – Measurement and Payment

A. Section 01025 – Measurement and Payment.

#### 1.4 Regulatory Requirements

A. Conform to applicable local code for disposal of debris.

B. Coordinate clearing Work with utility companies.

### Part 2 Products - (Not Used)

### Part 3 Execution

#### 3.1 Preparation

A. Verify that existing plant life designated to remain is tagged or identified.

#### 3.2 Protection

A. Locate, identify and protect utilities that remain, from damage.

B. Protect trees, plant growth and features designated to remain, as final landscaping.

C. Protect benchmarks from damage or displacement.

#### 3.3 Clearing

A. Clear areas required for access to site and execution of Work.

B. Remove trees and shrubs as necessary to complete the Work including river channel. Remove stumps, main root ball and surface rock.

C. Clear undergrowth and deadwood, without disturbing subsoils.

D. Apply herbicide to remaining stumps to inhibit growth.

**3.4 Removal**

A. Remove debris, rock and extracted plant life from site.

**3.5 Topsoil Excavation**

A. Excavate and stockpile topsoil from areas to be further excavated, re-landscaped or re-graded.

**END OF SECTION**

# SECTION 02211 ROUGH GRADING

## Part 1 General

### 1.1 Section Includes

A. Removal of topsoil and subsoil.

B. Cutting, grading, filling, rough contouring and compacting site structures and roadways.

### 1.2 Related Sections

A. Section 01019 - Contract Considerations.

B. Section 01400 - Quality Control: Testing fill compaction.

C. Section 02205 - Soil Materials.

D. Section 02110 - Site Clearing.

E. Section 02222 - Excavating: Building excavation.

F. Section 02223 - Backfill: General building area backfill.

G. Section 02225 - Trenching: Trenching and backfill for utilities.

### 1.3 Unit Price – Measurement and Payment

A. Section 01025 – Measurement and Payment.

### 1.4 References

A. AASHTO T180 - Moisture-Density Relations of Soils using a 10-lb. (4.54-kg) Rammer and an 18-in. (457-mm) Drop.

B. ASTM C136 - Method For Sieve Analysis of Fine and Coarse Aggregates.

C. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.

D. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.

E. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54-Kg) Rammer and 18 inch (457 mm) Drop.

F. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

G. ASTM D2419 - Test Method for Sand Equivalent Value of Soils and Fine Aggregate.

H. ASTM D2434 - Test Method for Permeability of Granular Soils (Constant Head).

I. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

J. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

### 1.5 Quality Assurance

A. Perform Work in accordance to Standard Specifications for Public Works Construction, latest edition

### 1.6 Project Record Documents

A. Submit under provisions of Section 01700.

B. Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

## Part 2 Products

### 2.1 Materials

A. Topsoil as specified in Section 02205.

B. Subsoil Fill as specified in Section 02205.

### 2.2 Examination

A. Verify site conditions under provisions of Section 01039.

B. Verify that survey benchmark and intended elevations for the Work are as indicated.

### 2.3 Preparation

A. Identify required lines, levels, contours and datum.

B. Stake and flag locations of known utilities.

C. Locate, identify and protect utilities that remain from damage.

D. Notify utility company to remove and relocate utilities.

E. Protect above and below grade utilities that remain.

F. Protect plant life, lawns, and other features remaining as a portion of final landscaping.

G. Protect benchmarks, survey control points, existing structures, fences, sidewalks, paving and curbs from excavating equipment and vehicular traffic.

### 2.4 Subsoil Excavation

A. Excavate subsoil from areas to be further excavated, re-landscaped, or re-graded.

B. Do not excavate wet subsoil.

C. When excavating through roots, perform work by hand and cut roots with sharp axe.

D. Stockpile in area designated on site to depth not exceeding 8 feet (2.5 m) and protect from erosion. Remove from site, subsoil not being reused.

E. Benching Slopes: Horizontally bench existing slopes greater than 1:4 to key placed fill material to slope to provide firm bearing.

F. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

**2.5 Filling**

A. Install Work in accordance with Standard Specifications for Public Works Construction, latest edition.

B. Fill areas to contours and elevations with unfrozen materials.

C. Place fill material on continuous layers and compact.

D. Maintain optimum moisture content of fill materials to attain required compaction density.

E. Grade away from buildings and structures at a minimum slope of 2 inches in 10 ft unless noted otherwise.

F. Make grade changes gradual. Blend slope into level areas.

G. Remove surplus fill materials from site.

**2.6 Tolerances**

A. Top Surface of Subgrade: plus or minus 1/10 foot (30 mm) from required elevation.

**2.7 Field Quality Control**

A. Section 01400 – Quality Assurance: Field inspection and testing.

B. Testing: In accordance with ASTM D2922.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.

D. Frequency of Tests: In accordance with Standard Specifications for Public Works Construction, latest edition.

**2.8 Schedules**

A. Subsoil Fill:
   1. Unclassified Subsoil: Maximum 8 inches (200 mm) compacted depth.
   2. Compact to a firm and unyielding condition.

B. Topsoil Fill:
   1. Unclassified Topsoil: Maximum 6 inches (150 mm) compacted depth.
   2. Compact to minimum 90 percent of maximum density.

**END OF SECTION**

## SECTION 02222 EXCAVATING

### Part 1 General

#### 1.1 Section Includes

A. Excavating for slabs-on-grade, paving and landscaping.

B. Excavating for site structures.

#### 1.2 Related Sections

A. Section 01019 - Contract Considerations.

B. Section 01400 - Quality Control: Inspection of bearing surfaces.

C. Section 01500 - Construction Facilities and Temporary Controls: Dewatering of excavations and water control.

D. Section 02211 - Rough Grading: Topsoil and subsoil removal from site surface.

E. Section 02223 - Backfilling.

F. Section 02225 - Trenching: Excavating for utility trenches.

G. Section 02667 - Site Water Lines.

#### 1.3 Unit Price – Measurement and Payment

A. Section 01025 – Measurement and Payment.

#### 1.4 Field Measurements

A. Verify that survey benchmark and intended elevations for the Work are as indicated.

### Part 2 Products - Not Used

### Part 3 Execution

#### 3.1 Preparation

A. Identify required lines, levels, contours, and datum locations.

B. Locate, identify, and protect utilities that remain from damage.

C. Notify utility company to remove and/or relocate utilities identified for such activities.

D. Protect plant life, lawns, and other features remaining as a portion of final landscaping.

E. Protect benchmarks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

F. Prevent intermixing of soil types or contamination.

## 3.2 Excavating

A. Underpin adjacent structures, which may be damaged by excavating work.

B. Excavate subsoil to accommodate building foundations, slabs-on-grade, paving and site structures, and construction operations.

C. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity; perform compaction in accordance with Section 02223 and Section 02225.

D. Slope banks with machine to angle of repose or less until shored.

E. Do not interfere with 45 degree bearing splay of foundations.

F. Grade top perimeter of excavating to prevent surface water from draining into excavation.

G. Hand trim excavation. Remove loose matter.

H. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd (0.25 cu m) measured by volume.

I. Correct areas over excavated in accordance with Section 02223.

J. Remove excavated material from site.

## 3.3 Field Quality Control

A. Section 01400 - Quality Assurance: Field inspection and testing.

B. Provide for visual inspection of bearing surfaces.

## 3.4 Protection

A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.

B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

**END OF SECTION**

# SECTION 02223 BACKFILLING

## Part 1 General

### 1.1 Section Includes

A. Site filling and backfilling.

B. Fill under slabs-on-grade.

C. Fill under paving.

D. Fill for over-excavation.

E. Consolidation and compaction as scheduled.

### 1.2 Related Sections

A. Article 4 of the General Conditions: Geotechnical report; bore hole locations and findings of subsurface materials.

B. Section 01019 - Contract Considerations.

C. Section 01400 - Quality Control: Compaction testing.

D. Section 02205 - Soil Materials.

E. Section 02207 - Aggregate Materials.

F. Section 02222 - Excavating.

G. Section 02225 - Trenching: Backfilling of utility trenches.

H. Section 02275 - Riprap.

I. Section 02667 - Site Water Lines.

J. Section 03300 - Cast-in-Place Concrete: Concrete materials.

### 1.3 Unit Price – Measurement and Payment

A. Section 01025 – Measurement and Payment.

### 1.5 References

A. AASHTO T180 – Moisture-Density Relations of Soils Using a 10-lb. (4.54 kg) Rammer and an 18-in. (457 mm) Drop.

B. ASTM D698 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49 kg) Rammer and 12 in. (304.8 mm) Drop.

C. ASTM D1556 – Test Method for Density of Soil in Place by the Sand-Cone Method.

D. ASTM D1557 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 kg) Rammer and 18 in. (457 mm) Drop.

E. ASTM D2167 – Test Method for Density and Unit Weight of Soil in Place by Rubber Balloon Method.

F. ASTM D2922 – Test Methods for Density of Soil and Soil-Aggregate Mixtures.

G. ASTM D3017 – Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

### 1.6 Quality Assurance

A. Perform work in accordance with Standard Specifications for Public Works Construction, latest edition.

## Part 2 Products

### 2.1 Fill Materials

A. Unclassified native material mined from naturally occurring gravel/sand bars within river channel

### 2.2 Accessories

A. 4-Ounce Non-Woven Geotextile having minimum average roll strength:
   1. Trapezoidal Strength of 50 lbs. per ASTM D4533.
   2. Puncture Strength of 60 lbs. per ASTM D4833.
   3. Grab Tensile Elongation of 120/50lbs./percent per ASTM D4632.

B. 6-Ounce Non-Woven Geotextile having minimum average roll strength:
   1. Trapezoidal Strength of 60 lbs. per ASTM D4533.
   2. Puncture Strength of 90 lbs. per ASTM D4833.
   3. Grab Tensile Elongation of 160/50lbs./percent per ASTM D4632.

## Part 3 Execution

### 3.1 Examination

A. Verify sub drainage, damp proofing, or waterproofing installation has been inspected.

B. Verify underground tanks are anchored to their own foundations to avoid flotation after backfilling.

C. Verify structural ability of unsupported walls to support imposed loads by the fill.

### 3.2 Preparation

A. Compact subgrade to density requirements for subsequent backfill materials.

B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with Pit Run Subbase fill and compact to density equal to or greater than requirements for subsequent fill material.

C. Scarify and proof roll subgrade surface to a depth of 8 inches to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

### 3.3 Backfilling

A. Backfill areas to plan contours or elevations with unfrozen materials.

B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.

C. Granular Fill: Place and compact materials in equal continuous layers not exceeding 8 inches (200 mm) compacted depth.

D. Soil Fill Type Unclassified: Place and compact material in equal continuous layers not exceeding 8 inches (200 mm) compacted depth.

E. Employ a placement method that does not disturb or damage other work.

F. Maintain optimum moisture content of backfill materials to attain required compaction density.

G. Backfill against supported foundation walls as required.

H. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.

I. Grade away from building and site structures with minimum slope of 2 inches in 10 ft (50 mm in 3 m), unless noted otherwise.

J. Make gradual grade changes. Blend slope into level areas.

K. Remove surplus backfill materials from site.

L. Leave fill material stockpile areas free of excess fill materials.

### 3.4 Tolerances

A. Top Surface of Backfilling under Paved Areas: Plus or minus 1 inch (25 mm) from required elevations.

B. Top Surface of General Backfilling: Plus or minus 2 inches (50 mm) from required elevations.

### 3.5 Field Quality Control

A. Section 01400 - Quality Assurance: Field inspection and testing.

B. Compaction testing will be performed in accordance with ASTM D2922.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.

D. Frequency of Tests in accordance with Standard Specifications for Public Works Construction, latest edition

E. Proof roll compacted fill surfaces under paving.

### 3.6 Protection of Finished Work

A. Protect finished Work under provisions of Section 01500.

B. Reshape and re-compact fills subjected to vehicular traffic.

### 3.7 Schedule

A. Fill for bank stabilization grading:
   1. Compact subsoil to 90 percent of its maximum dry density.
   2. Unclassified fill compact to 90 percent..

D. Fill to Correct Over-excavation:
   1. Coarse aggregate materials as specified; compact to 90 percent.

**END OF SECTION**

# SECTION 02225 TRENCHING

## Part 1 General

### 1.1 Section Includes

A. Excavating trenches for utilities.

B. Compacted fill from top of utility bedding to subgrade elevations.

C. Backfilling and compaction.

### 1.2 Related Sections

A. Section 01019 - Contract Considerations.

B. Section 01400 - Quality Control: Testing fill compaction.

C. Section 01500 - Construction Facilities and Temporary Controls: Water control in excavations.

D. Section 02205 - Soil Materials.

E. Section 02207 - Aggregate Materials.

F. Section 02211 - Rough Grading: Topsoil and subsoil removal from site surface.

G. Section 02222 - Excavating: General building excavation.

H. Section 02223 - Backfilling: General backfilling.

I. Section 02275 - Riprap.

J. Section 02667 - Site Water Lines.

K. Section 02722 - Site Storm Sewerage Systems.

L. Section 03300 - Cast-in-Place Concrete: Concrete materials.

### 1.3 Unit Price – Measurement and Payment

A. Section 01025 – Measurement and Payment.

### 1.4 References

A. AASHTO T180 - Moisture-Density Relations of Soils using a 10-lb (4.54-kg) Rammer and an 18-in. (457-mm) Drop.

B. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.

C. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.

D. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.

E. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54-Kg) Rammer and 18 inch (457 mm) Drop.

F. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

G. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

H. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

### 1.5 Definitions

A. Utility: Any buried pipe, duct, conduit, or cable.

### 1.6 Field Measurements

A. Verify that survey benchmark, control points, and intended elevations for the Work are as shown on drawings.

### 1.7 Coordination

A. Coordinate work under provisions of Section 01039.

B. Verify work associated with lower elevation utilities is complete before placing higher elevation utilities.

### 1.8 Quality Assurance

A. Perform Work in accordance with Standard Specifications for Public Works Construction, latest edition.

## Part 2 Products

### 2.1 Fill Materials

A. Unclassified native material mined from naturally occurring gravel/sand bars within river channel.

### 2.2 Accessories – (Not Used)

## Part 3 Execution

### 3.1 Preparation

A. Identify required lines, levels, contours, and datum locations.

B. Protect plant life, lawns, and other features remaining as a portion of final landscaping.

C. Protect benchmarks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

D. Maintain and protect above and below grade utilities, which are to remain.

E. Cut out soft areas of subgrade not capable of compaction in place. Backfill with Fill Type Pit Run Subbase and compact to density equal to or greater than requirements for subsequent backfill material.

## 3.2 Excavating

A. Excavate subsoil required for utilities

B. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.

C. Do not interfere with 45 degree bearing splay of foundations.

D. Hand trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.

E. Remove lumped subsoil, boulders, and rock up to 1/3 (0.25 cu m) cu yd ([0.25] measured by volume

F. Correct areas over excavated in accordance with Section 02222.

## 3.3 Backfilling

A. Backfill trenches to contours and elevations with unfrozen fill materials.

B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

C. Unspecified Native Material: Place and compact materials in equal continuous layers not exceeding 8 inches (200 mm) compacted depth.

D. Maintain optimum moisture content of fill materials to attain required compaction density.

E. Remove surplus fill materials from site.

F. Leave fill material stockpile areas completely free of excess fill materials.

## 3.4 Tolerances

A. Top Surface of Backfilling under Paved Areas: Plus or minus 1 inch (50 mm) from required elevations.

B. Top Surface of General Backfilling: Plus or minus 1 inch (25 mm) from required elevations.

## 3.5 Field Quality Control

A. Section 01400 - Quality Assurance: Field inspection and testing.

B. Compaction testing will be performed in accordance ASTM D2922.

C. If tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.

D. Frequency of Tests: in accordance with Standard Specifications for Public Works Construction, latest edition

**3.6 Protection of Finished Work**

A. Protect finished Work under provisions of Section 01500.

B. Reshape and re-compact fills subjected to vehicular traffic during construction.

**3.7 Schedule - (Not Used)**

**END OF SECTION**