**Contract Documents**

**Electrical Wiring for the Recreational Park Pavilion**

# CDBG Project No. 2014-CDBG-1406

# Town of Yacolt, Washington



### **Prepared By:**

### **Pete Roberts**

### **Public Works Director**

### **Yacolt, Washington 98675**

**March 2015**

**Contract Documents**

**Electrical Wiring for the Recreational Park Pavilion**

**CDBG Project No. 2014 – CDBG - 1406**

**Town of Yacolt, Washington**

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## INVITATION TO BID

**Electrical Wiring for the Recreational Park Pavilion**

Sealed proposals for furnishing all materials, labor and equipment for the following described work will be received by the Clerk-Treasurer of the Town of Yacolt, P.O. Box 160, 202 W. Cushman Street, Yacolt Washington, 98675 up until 10:00 a.m., May 6, 2015. At this time the sealed bids will be publicly opened and read. A contract will be awarded or all bids rejected within 60 days after the bid opening.

#### PROJECT DESCRIPTION:

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

Reference: Clark Public Utilities Rio #375398 See Attached Appendix B & C

Bid to include:

* Provide and install approximately 460' 1/0 EPR primary cable in existing conduit and complete any missing conduit.
* Provide and install 1each KVA transformer and all necessary materials
* Provide and install one secondary pedestal
* Provide and install appropriate sized wire from transformer to secondary pedestal
* Provide and install meter base, capable of 200 amps, with disconnects for pavilion with wire from meter base to transformer approximately 200' in existing 3" conduit.
* All other associated parts and labor to complete Rio #375398 Additional requirements NOT identified on Rio #375398:
* Connect the existing wiring in the conduit from the proposed meter base back to the bathroom chase area and provide a chase light and plug with one switch.
* Provide and install 2 each 2 gang receptacles on the middle column in the pavilion. One 2 gang receptacle to be on the northern middle column and the other to be on the middle column on the south side. Conduit for the wiring will be existing and come up through the concrete floor of the pavilion.
* Provide and install for 2 lights in cages with 1 lockable switch.
* Provide all electrical permits and inspections as required for this project.

Pavilion lighting components:

* Key Switch:  Leviton 1221-2KL
* Switch Electrical Box: Single gang rain tight box
* 2 each 2 gang  receptacles : Cooper TWR VGF 20 WSP
* Receptacle boxes: 2 each 2 gang rain tight box
* Lights 2 each: RAB VX200DG with mounting box and hardware
* 2 each 19W LED bulbs for above fixture

Mechanical chase electrical components:

* Light switch: Cooper CS15 and single gang box
* Receptacle:  Cooper TRBR 15W BXSP and single gang box
* Light: “Designer Foundation 2073” and mounting box and hardware
* Bulb: 9W LED

Attention is called to federal provisions for Equal Employment Opportunities, HUD Section 3, requirements and the minimum wages as set forth in the contract documents.

Technical questions regarding the project should be directed to Pete Roberts, Town of Yacolt Public Works Director, phone number 360-686-3922 or [pete.roberts@townofyacolt.com](mailto:pete.roberts@townofyacolt.com%20) .

All Proposals must be submitted on the Bid Form furnished with the Contract Documents. No Bidder may withdraw their proposal after the time set for the opening thereof, or before Award of Contract, unless said Award is delayed for a period exceeding 30 days. Town of Yacolt reserves the right to Award the Bid to the lowest responsible Bidder, waive informalities, or reject any or all Bids.

A pre-bid conference will not be held.

The project is financed through the Community Development Block Grant Program with funds obtained from the U.S. Department of Housing and Urban Development, and will be subject to regulations of the Departments of Labor and Housing and Urban Development.

The Town of Yacolt reserves the right to reject any or all bids, waive informalities, or to accept that bid which appears to serve the best interests of the Town.

Cindy Marbut, Clerk/Treasurer

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## PART I

## INSTRUCTIONS TO BIDDERS

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## INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

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

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

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

1. COPIES OF BIDDING DOCUMENTS
   1. Complete sets of the Bidding Documents in the number and for the fee sum, if any, stated in the Advertisement of Invitation to Bid may be obtained from the Issuing Office.
   2. Complete sets of Bidding Documents must be used in preparing Bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
   3. Owner 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 confer a license or grant for any other use.
2. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience present commitments and other such data as may be called for in the Bid Form. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE
   1. It is the responsibility of each Bidder before submitting a Bid:
      1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);
      2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishings of the Work;
      3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishings of the Work;
      4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
      5. To promptly notify Owner of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
   2. Reference is made to the Supplementary Conditions for identification of:
      1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Owner in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
      2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Owner in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph SC-4.02 of the Supplementary Conditions.

Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

* 1. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
  2. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.02 and 4.03 of the General Conditions.
  3. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
  4. On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, test and studies.
  5. Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.
  6. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given

Owner written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Owner is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

* 1. The provisions of 4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.06 of the General Conditions.

1. AVAILABILITY OF LANDS FOR WORK, ETC.

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

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

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.01 of the General Conditions) are set forth in the Agreement and are also shown on the Bid Form.

1. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

1. SUBSTITUTE AND "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Owner is set forth in Paragraphs 6.05 and 6.06 of the General Conditions.

1. SUBCONTRACTORS, SUPPLIERS AND OTHERS
   1. SHB 1370, effective July 25, 1993, requires bidders to list all subcontractors and categories of work performed for any bid exceeding one hundred thousand dollars if subcontractor amount exceeds ten percent of the submitted bid. The "Subcontractor Listing" page of these bid documents must be completed and submitted either with the bid or within twenty-four hours of the date and time of bid submittal, to be considered a responsive bid. An Owner who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid price.

If apparent Successful Bidder declines to make any such substitution. Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

* 1. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.
  2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

1. BID FORM
   1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Issuing Office.
   2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
   3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
   4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
   5. All names must be typed or printed in black ink below the signature.
   6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
   7. The address and telephone number for communications regarding the Bid must be shown.
   8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.
2. SUBMISSION OF BIDS

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

1. MODIFICATION AND WITHDRAWAL OF BIDS
   1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
   2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.
2. OPENING OF BIDS

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

1. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

1. AWARD OF CONTRACT
   1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
   2. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
   3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractor, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment that are proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
   4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
   5. If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by Owner indicates that the award will be in the best interests of the Project.
   6. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within **60** days after the day of the Bid opening.
2. CONTRACT SECURITY

Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

1. SIGNING OF AGREEMENT

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

1. PREBID CONFERENCE

No pre-bid conference will be held.

1. RETAINAGE

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

1. LUMP SUM AND UNIT PRICE
   1. Lump sum prices shall include all materials, labor, services, equipment and all work necessary to complete the project in accordance with the plans and all the

specifications that are not included in unit price items. If an increase is required in the work covered by a lump sum price, it shall be computed on the basis of "extra work" for which an increase in payment will have been earned, and if there should be a decrease in the lump sum payment, it shall be only as a result of negotiation between the undersigned and the Owner.

* 1. Unit prices, if applicable, shall include all labor, materials, equipment, shoring, pumping, overhead, profit, insurance, etc., needed to complete the finished work called for.
  2. It is understood that any estimate with respect to time, materials, equipment, or services which may appear on the plans or in the specifications is for the sole purpose of assisting the Contractor in checking his own independent calculations, and at no time shall the undersigned attempt to hold the Owner or any other person, firm, or corporation responsible for any errors or omissions that may appear in any estimate.

1. MATERIALS DELIVERY

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

1. PERMITS

Contractor will be required to meet conditions in all permits which have been issued by the Town of Yacolt as part of this project.

## PART II BID PACKAGE

#### BID FORM

Project Identification:

Town of Yacolt

Electrical Wiring for the Recreation Park Pavilion Yacolt, Washington

THIS BID IS SUBMITTED TO:

Clerk-Treasurer Town of Yacolt

P.O. Box 160

202 W. Cushman Street

Yacolt, Washington 98675

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
   1. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)
   2. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
   3. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
   4. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions. BIDDER accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.02 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
   5. BIDDER is aware of the general nature of Work to be performed by Owner others at the site that relates to Work for which Bid is submitted as indicated in the Contract Documents.
   6. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
   7. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by the OWNER is acceptable to

BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

* 1. NON-COLLUSION AFFIDAVIT

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, associated, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

1. BIDDER will complete the Work in accordance with the Contract Documents for the following unit price not including sales tax as stated in SC 11.03.

#### BID SCHEDULE

**ELECTRICIAL WIRING OF THE RECREATIONAL PARK PAVILION**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ITEM  NO. | APPROXIMATE  QUANTITY | ITEM AND  UNIT PRICE IN WORDS | UNIT PRICE  DOLLARS CENTS | AMOUNT  DOLLARS CENTS |
| 1 | 1 L.S. | Electrical wiring/components  per And components |  |  |
|  |  | per contract & bid requirements |  |  |
|  |  |  |  |  |

**TOTAL $**

**SALES TAX @ 8.4% $**

**GRAND TOTAL PROJECT: $**

**GRAND TOTAL PROJECT IN WRITING**

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

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

1. BIDDER agrees that the Work will be substantially complete within TWENTY ONE (21) calendar days after the date when the Contract Times commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.04 of the General Conditions within TWENTY EIGHT (28) calendar days after the date when the Contract Times commences to run.

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

1. The following documents are attached to and made a condition of this Bid:
   1. Required Bid Security in the form of a certified or bank check or a Bid Bond made payable to the Owner.
   2. A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in the Bid.
   3. Non-Collusion Affidavit and Declaration of Option for Investment of Retained Percentage.
2. Communications concerning this Bid shall be addressed to the BIDDER's representative at the following address:

Bidder's Representative Company Name Address

Telephone

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

SUBMITTED on , 2015

State Contractor License No. Expiration Date: \_\_\_\_\_\_\_\_

If BIDDER is:

An Individual

By (Individual's Name) Print Name Signature

Doing business as

Business address:

Phone No.:

A Partnership

By (General Partner) Print Name Signature

Business address:

Phone No.:

A Corporation

By

(Corporation Name)

Business address:

(State of incorporation)

By (Person authorized to sign) Print Name Signature

Attest (Secretary) Print Name Signature

Business Address:

Phone No.:

Date of Qualification to do business is

A Joint Venture

By (SEAL)

Signature

(Address)

By (SEAL)

Signature

(Address)

(Each joint venture 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.)

## SUBCONTRACTOR LISTING

The following list identifies categories of work and firms whose subcontract will exceed ten percent of the submitted bid price. The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates in which case the bidder must indicate which subcontractor will be used for which alternate(s). If a category of work will not be subcontracted, the bidder must list itself.

Contractor Firm Name Work Category Contract Amount

1)

2)

3)

4)

5)

6)

7)

8)

9)

"If additional space is required, provide same level of information on separate sheet"

Name of Bidder

Signed by Bidder's Representative

Date

## NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON )

) ss COUNTY OF )

, being first duly sworn, on oath, says as that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said bidder has not in any manner sought by collusion to secure self an advantage over any other bidder or bidders.

Contractor

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF , 2013

Notary Public in and for the State of Washington, residing at:

#### DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE

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

Signed

Date

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

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

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

Signed

Date

## PART III

**FORMS FOR AWARDING AND**

**SIGNING OF CONTRACT**

#### NOTICE OF AWARD

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015

TO:

(BIDDER)

ADDRESS:

PROJECT: ELECTRICAL WIRING FOR THE RECREATIONAL PARK PAVILION

OWNER’S CONTRACT NO.

CONTRACT FOR ELECTRICAL WIRING FOR THE RECREATIONAL PARK PAVILION

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

You are notified that you’re Bid dated , 2015 or the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for

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

The Contract Price of your contract is

Dollars ($ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). [Insert appropriate data in Unit Prices. Change language for Cost-Plus contracts.]

Three (3) copies of each of the proposed Contract Documents including this Notice of Award.

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

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

, 2015

* 1. You must deliver to the OWNER fully executed counterparts of the Agreement including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on pages .
  2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18), General Conditions (paragraph 5.01) and Supplementary Conditions (paragraph SC-5.0).
  3. (List other conditions precedents).

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

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

Town of Yacolt

(OWNER)

By:

(AUTHORIZED SIGNATURE)

Mayor

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By:

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

#### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That ,

(Name of Contractor)

,

(Address of Contractor)

A ,

(Corporation, Partnership, or Individual)

hereinafter called Principal, and ,

(Name of Surety)

,

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto Town of Yacolt, P.O. Box 160, 202 W Cushman, Yacolt, Washington 98675, hereinafter called OWNER, in the penal sum of

and /100 Dollars ($ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the day of ,

2015, a copy of which is hereto attached and made a part hereof for the construction of: ELECTRICAL WIRING FOR THE RECREATIONAL PARK PAVILION

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

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

PERFORMANCE BOND - PAGE 2 OF 2

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, and this the day of , 2015

ATTEST:

Principal

(Principal) Secretary (SEAL)

By

(Address)

Witness as to Principal

(Address

Surety

ATTEST: By

Attorney-in-Fact

(Surety) Secretary (SEAL)

Witness as to Surety (Address)

(Address)

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

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

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That ,

(Name of Contractor)

,

(Address of Contractor)

a ,

(Corporation, Partnership, or Individual)

hereinafter called Principal, and ,

(Name of Surety)

,

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Town of Yacolt, P.O. Box 160, 202 W. Cushman Street, Yacolt, Washington 98675, hereinafter called OWNER, in the penal sum of

and /100 Dollars ($ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_\_ day of \_\_, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

ELECTRICAL WIRING FOR THE RECREATIONAL PARK PAVILION

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

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

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

PAYMENT BOND - PAGE 2 OF 2

IN WITNESS WHERE this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, and this the \_\_\_\_\_\_ day of, 2015.

ATTEST:

(Principal) Secretary (SEAL)

Principal

By (S)

(Witness as to Principal) (Address)

(Address)

Surety

ATTEST:

(Surety) Secretary (SEAL)

By

Witness as to Surety Attorney-in-Fact

(Address) (Address)

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

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

**AGREEMENT**

**THIS AGREEMENT** is dated as of the day of in the year 2015 by and between the Town of Yacolt, Washington (hereinafter called OWNER) and

( hereinafter called CONTRACTOR ).

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

#### Article 1. WORK.

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

#### PROJECT DESCRIPTION:

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

Reference: Clark Public Utilities Rio #375398 See Attached Appendix B & C

Bid to include:

* Provide and install approximately 460' 1/0 EPR primary cable in existing conduit and complete any missing conduit.
* Provide and install 1each KVA transformer and all necessary materials
* Provide and install one secondary pedestal
* Provide and install appropriate sized wire from transformer to secondary pedestal
* Provide and install meter base, capable of 200 amps, with disconnects for pavilion with wire from meter base to transformer approximately 200' in existing 3" conduit.
* All other associated parts and labor to complete Rio #375398 Additional requirements NOT identified on Rio #375398:
* Connect the existing wiring in the conduit from the proposed meter base back to the bathroom chase area and provide a chase light and plug with one switch.
* Provide and install 2 each 2 gang receptacles on the middle column in the pavilion. One 2 gang receptacle to be on the northern middle column and the other to be on the middle column on the south side. Conduit for the wiring will be existing and come up through the concrete floor of the pavilion.
* Provide and install for 2 lights in cages with 1 lockable switch.
* Provide all electrical permits and inspections as required for this project.

Pavilion lighting components:

* Key Switch:  Leviton 1221-2KL
* Switch Electrical Box: Single gang rain tight box
* 2 each 2 gang  receptacles : Cooper TWR VGF 20 WSP
* Receptacle boxes: 2 each 2 gang rain tight box
* Lights 2 each: RAB VX200DG with mounting box and hardware
* 2 each 19W LED bulbs for above fixture

Mechanical chase electrical components:

* Light switch: Cooper CS15 and single gang box
* Receptacle:  Cooper TRBR 15W BXSP and single gang box
* Light: “Designer Foundation 2073” and mounting box and hardware
* Bulb: 9W LED

#### Article 2. PREPARED BY:

The Project has been designed by Pete Roberts, P. O. Box 160, 202 W Cushman St, Washington 98675, telephone number 360/686-3922 which is hereafter called Public Works Director and which is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

#### Article 3. CONTRACT TIMES.

* 1. The Work will be substantially completed within TWENTY ONE (21) calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within TWENTY EIGHT (28) calendar days after the date when the Contract Times commence to run.
  2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving loss suffered by OWNER if the Work is not completed on time. Accordingly, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER, SEVEN

HUNDRED FIFTY DOLLARS ($750.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER, THREE HUNDRED DOLLARS ($300.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### Article 4. CONTRACT PRICE.

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

* 1. for all Work:

N/A ($ N/A)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions:

Plus

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

#### Article 5. PAYMENT PROCEDURES.

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

* 1. Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by OWNER, as provided in paragraphs 5.1.1 and 5.1.2 below. Progress payments shall be submitted not more than once each month and shall be submitted at least 10 days prior to the scheduled Town of Yacolt Council Meetings or on the date agreed to by the Owner and Contractor. All such payments will be measured by the schedule of values established in paragraph 14.01 of the General Conditions 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 OWNER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

Ninety percent (90%) (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

* + 1. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price or the maximum amount allowed to be released pursuant to applicable State law whichever is less (with the balance being retainage), less such amounts as OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.
  1. Final Payment. 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 OWNER as provided in said paragraph 14.07.

#### Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

**BID SCHEDULE**

**ELECTRICIAL WIRING OF THE RECREATIONAL PARK PAVILION**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ITEM  NO. | APPROXIMATE  QUANTITY | ITEM AND  UNIT PRICE IN WORDS | UNIT PRICE  DOLLARS CENTS | AMOUNT  DOLLARS CENTS |
| 1 | 1 L.S. | Electrical wiring/components  per And components |  |  |
|  |  | per contract & bid requirements |  |  |
|  |  |  |  |  |

**TOTAL $**

**SALES TAX @ 8.4% $**

**GRAND TOTAL PROJECT: $**

**GRAND TOTAL PROJECT IN WRITING**

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

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

* 1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
  2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
  3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
  4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
  5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
  6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the

Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

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

#### Article 8. CONTRACT DOCUMENTS.

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

* 1. This Agreement (pages III-7 to III-16, inclusive).
  2. Exhibits to this Agreement and Notice of Award (pages III-1 to III-2, inclusive).
  3. Performance, Payment, and other Bonds, and consisting of four (4) pages.
  4. Notice to Proceed (III-17).
  5. General Conditions (pages 1 to 62).
  6. Supplementary Conditions (pages SC-1 to SC-9, inclusive).
  7. General Requirements (pages V-1 to V-6, inclusive).
  8. Special Provisions bearing the title Part VI - Special Provisions and consisting of pages VI-1 to VI-25.
  9. Drawings consisting of sheets numbered one (1) and two (2) inclusive with each sheet bearing the following general title:
  10. Addenda numbers to , inclusive.
  11. CONTRACTOR's Bid (pages II-1 to II-16, inclusive).
  12. Documentation submitted by CONTRACTOR prior to Notice of Award
  13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 of the General Conditions.
  14. Standard Specifications for Road, Bridge and Municipal Constructions, prepared by Washington State Department of Transportation and the Washington State Chapter American Public Works Association, 2012 Edition, and the APWA Supplement together with any amendments, additions, alterations or corrections thereof, to the extent these Standard Specifications are expressly referred to elsewhere in the Contract Documents (not attached hereto).

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

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

#### Article 9. MISCELLANEOUS.

* 1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
  2. Parties agree a prohibition exists without prior consent of any assignment of rights under this contract being made by the Contractor; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.
  3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
  4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
  5. It is further provided that no liability shall attach to the OWNER by reason of entering into this agreement, except as expressly provided herein.

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

This Agreement will be effective on , 20 (which is the Effective Date of the Agreement).

OWNER TOWN OF YACOLT CONTRACTOR

By: By: [CORPORATE SEAL] [CORPORATE SEAL]

Attest Attest Address for giving notices Address for giving notices

P.O. Box 160 Yacolt, WA 98675

(If OWNER is a public body, License No. attach evidence of authority

to sign and resolution or Agent for service of process: other documents authorizing

execution of Agreement).

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

#### NOTICE TO PROCEED

TO:

(CONTRACTOR)

Dated:

ADDRESS:

PROJECT: Electrical Wiring for the Recreational Park Pavilion

OWNER'S CONTRACT NO.

CONTRACT FOR:

ELECTRICAL WIRING FOR RECREATION PARK PAVILION

You are notified that the Contract Times under the above contract will commence to run on , 20 . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are , 20

and , 20 .

Before you may start any Work at the site, paragraph 5.03 of the General Conditions provides that you and Owner must each deliver to the other (with copies to OWNER and other identified additional insured’s) 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

Town of Yacolt

(OWNER)

By:

(AUTHORIZED SIGNATURE)

Mayor

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

(Use Certified Mail,

Return Receipt Requested)

By:

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

CHANGE ORDER

(Instructions on reverse side) No.

PROJECT: Electrical Wiring for the Recreational Park Pavilion

DATE OF ISSUANCE EFFECTIVE DATE

OWNER

OWNER's Contract No.

CONTRACTOR

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

Reason for Change Order:

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

Attachments: (List documents supporting change)

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

|  |  |  |
| --- | --- | --- |
| RECOMMENDED:  By: | APPROVED:  By: | ACCEPTED:  By: |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Date: | Date: | Date: |

#### CHANGE ORDER

**INSTRUCTIONS**

* + 1. **GENERAL INFORMATION**

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

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

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

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

#### COMPLETING THE CHANGE ORDER FORM

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

Once Owner has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval.

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

## CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER’s Project No. 2014-CDBG-1406

PROJECT: Electrical Wiring for the Recreation Park Pavilion

CONTRACTOR:

Contract: Electrical Wiring for the Recreation Park Pavilion Contract Date

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

To

OWNER

And

To

CONTRACTOR

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

DATE OF SUBSTANTIAL COMPLETION

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

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

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

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

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

Executed by OWNER on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20155

OWNER

By CONTRACTOR accepts this Certificate of Substantial Completion on , 2015

CONTRACTOR

By OWNER accepts this Certificate of Substantial Completion on , 2015

OWNER

By

## PART IV

**STANDARD GENERAL CONDITIONS AND**

**SUPPLEMENTARY CONDITIONS**

**STANDARD GENERAL CONDITIONS**

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

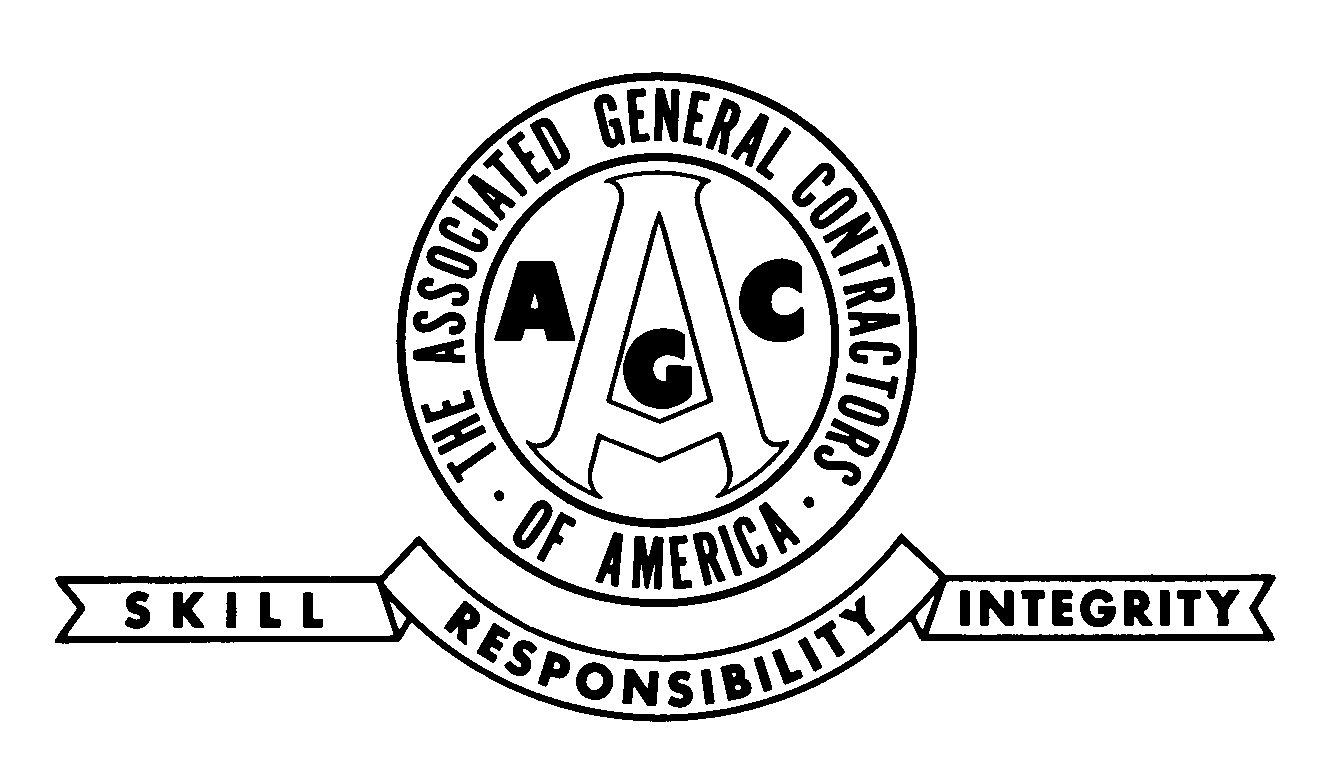
**STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

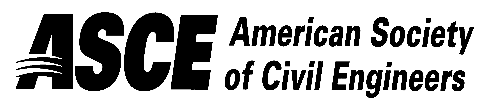
Prepared by

#### ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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[www.acec.org](http://www.acec.org/)

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400 (800) 548-2723

[www.asce.org](http://www.asce.org/)

Associated General Contractors of America

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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#### ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

* 1. *Defined Terms*
     1. 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.
        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.
        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.
        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, material man, 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

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. *Terminology*
     1. 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.
     2. *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.
     3. *Day:*
        1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
     4. *Defective:*
        1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
           1. does not conform to the Contract Documents; or
           2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
           3. 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).
     5. *Furnish, Install, Perform, Provide:*
        1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
        2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
        3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
        4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
     6. 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

* 1. *Delivery of Bonds and Evidence of Insurance*
     1. 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.
     2. *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. *Copies of Documents*
     1. 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.
  3. *Commencement of Contract Times; Notice to Proceed*
     1. 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.
  4. *Starting the Work*
     1. 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.
  5. *Before Starting Construction*
     1. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
        1. a preliminary Progress Schedule 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.
  6. *Preconstruction Conference; Designation of Authorized Representatives*
     1. 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.
     2. 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.
  7. *Initial Acceptance of Schedules*
     1. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
        1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

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

* + - 1. Contractor’s Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
      2. 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

* 1. *Intent*
     1. The Contract Documents are complementary; what is required by one is as binding as if required by all.
     2. 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.
     3. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.
  2. *Reference Standards*
     1. 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. *Reporting and Resolving Discrepancies*
     1. *Reporting Discrepancies:*
        1. *Contractor’s Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor 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.
     2. *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:
           1. 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
           2. 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).
  4. *Amending and Supplementing Contract Documents*
     1. 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.
     2. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
        1. A Field Order;
        2. Engineer’s approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
        3. Engineer’s written interpretation or clarification.
  5. *Reuse of Documents*
     1. 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.
     2. 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.
  6. *Electronic Data*
     1. 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.
     2. 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.
     3. 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

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

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

* + 1. 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.
    2. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
  1. *Subsurface and Physical Conditions*
     1. *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).
     2. *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.
  2. *Differing Subsurface or Physical Conditions*
     1. *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
        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.

* + 1. *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.
    2. *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:
          1. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
          2. 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:
          1. 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
          2. 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
          3. 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

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.

* 1. *Underground Facilities*
     1. *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:
           1. reviewing and checking all such information and data;
           2. locating all Underground Facilities shown or indicated in the Contract Documents;
           3. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
           4. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
     2. *Not Shown or Indicated:*
        1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
        2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

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

* 1. *Reference Points*
     1. 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.
  2. *Hazardous Environmental Condition at Site*
     1. *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.
     2. *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.
     3. 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.
     4. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

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

* + 1. 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.
    2. 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.
    3. 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.
    4. 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.
    5. 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

* 1. *Performance, Payment, and Other Bonds*
     1. 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.
     2. 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.
     3. 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.
  2. *Licensed Sureties and Insurers*
     1. 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.
  3. *Certificates of Insurance*
     1. 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.
     2. 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.
     3. 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.
     4. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
     5. 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.
  4. *Contractor’s Insurance*
     1. 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:
           1. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
           2. 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.
     2. The policies of insurance required by this Paragraph 5.04 shall:
        1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, 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:
           1. Such insurance shall remain in effect for two years after final payment.
           2. 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. *Owner’s Liability Insurance*
     1. 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.
  6. *Property Insurance*
     1. 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:
        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, false work, 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.
     2. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, 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.
     3. 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.
     4. 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.

* + 1. 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 advice Contractor whether or not such other insurance has been procured by Owner.
  1. *Waiver of Rights*
     1. 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.
     2. 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.
     3. 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.

* 1. *Receipt and Application of Insurance Proceeds*
     1. 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.
     2. 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.
  2. *Acceptance of Bonds and Insurance; Option to Replace*
     1. 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 or 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.
  3. *Partial Utilization, Acknowledgment of Property Insurer*
     1. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

#### ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

* 1. *Supervision and Superintendence*
     1. 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.
     2. 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.
  2. *Labor; Working Hours*
     1. 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.
     2. 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.
  3. *Services, Materials, and Equipment*
     1. 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.
     2. 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.
     3. 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.
  4. *Progress Schedule*
     1. 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.
  5. *Substitutes and “Or-Equals”*
     1. 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:
           1. in the exercise of reasonable judgment Engineer determines that:

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

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

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

* + - * 1. Contractor certifies that, if approved and incorporated into the Work:

there will be no increase in cost to the Owner or increase in Contract Times; and

it will conform substantially to the detailed requirements of the item named in the Contract Documents.

* + - 1. *Substitute Items:*
         1. 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.
         2. 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.
         3. 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.
         4. 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:

shall certify that the proposed substitute item will:

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

be similar in substance to that specified, and

be suited to the same use as that specified;

will state:

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

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

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

will identify:

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

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

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

* + 1. *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.
    2. *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.
    3. *Special Guarantee:* Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
    4. *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.
    5. *Contractor’s Expense*: Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.
  1. *Concerning Subcontractors, Suppliers, and Others*
     1. 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.
     2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

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

* + 1. 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.
    2. 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.
    3. 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.
    4. 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.
    5. 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.
  1. *Patent Fees and Royalties*
     1. 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.
     2. 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.
     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 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.
  2. *Permits*
     1. 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.
  3. *Laws and Regulations*
     1. 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.
     2. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor’s 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.

* + 1. 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.
  1. *Taxes*
     1. 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.
  2. *Use of Site and Other Areas*
     1. *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.
     2. *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.
     3. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the

Work and make it ready for utilization by Owner. At the completion of the Work Contractor

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

* + 1. *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.
  1. *Record Documents*
     1. 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.
  2. *Safety and Protection*
     1. 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.
     2. 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.
     3. 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.
     4. 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.
     5. 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).
     6. 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).
  3. *Safety Representative*
     1. 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.
  4. *Hazard Communication Programs*
     1. 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.
  5. *Emergencies*
     1. 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. *Shop Drawings and Samples*
     1. 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.
        1. *Shop Drawings:*
           1. Submit number of copies specified in the General Requirements.
           2. 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:*
           1. Submit number of Samples specified in the Specifications.
           2. 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.
     2. 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.
     3. *Submittal Procedures:*
        1. Before submitting each Shop Drawing or Sample, Contractor shall have:
           1. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
           2. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
           3. 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
           4. 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

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.

* + 1. *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.
    2. *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.
  1. *Continuing the Work*
     1. 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.
  2. *Contractor’s General Warranty and Guarantee*
     1. 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.
     2. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:
        1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
        2. normal wear and tear under normal usage.
     3. 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.
  3. *Indemnification*
     1. 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 .
     2. 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,

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

* + 1. 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.
  1. *Delegation of Professional Design Services*
     1. 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.
     2. 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.
     3. 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.
     4. 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.
     5. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

#### ARTICLE 7 – OTHER WORK AT THE SITE

* 1. *Related Work at Site*
     1. 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.
     2. 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.
     3. 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.
  2. *Coordination*
     1. 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.
     2. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.
  3. *Legal Relationships*
     1. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
     2. 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.
     3. 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

* 1. *Communications to Contractor*
     1. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.
  2. *Replacement of Engineer*
     1. 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.
  3. *Furnish Data*
     1. Owner shall promptly furnish the data required of Owner under the Contract Documents.
  4. *Pay When Due*
     1. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.
  5. *Lands and Easements; Reports and Tests*
     1. 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.
  6. *Insurance*
     1. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.
  7. *Change Orders*
     1. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.
  8. *Inspections, Tests, and Approvals*
     1. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.
  9. *Limitations on Owner’s Responsibilities*
     1. 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.
  10. *Undisclosed Hazardous Environmental Condition*
      1. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.
  11. *Evidence of Financial Arrangements*
      1. 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.
  12. *Compliance with Safety Program*
      1. 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

* 1. *Owner’s Representative*
     1. 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.
  2. *Visits to Site*
     1. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

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

* + 1. 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.
  1. *Project Representative*
     1. 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.
  2. *Authorized Variations in Work*
     1. 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.
  3. *Rejecting Defective Work*
     1. 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.
  4. *Shop Drawings, Change Orders and Payments*
     1. In connection with Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
     2. 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.
     3. In connection with Engineer’s authority as to Change Orders, see Articles 10, 11, and 12.
     4. In connection with Engineer’s authority as to Applications for Payment, see Article 14.
  5. *Determinations for Unit Price Work*
     1. 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.
  6. *Decisions on Requirements of Contract Documents and Acceptability of Work*
     1. 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.
     2. 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.
     3. 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.
     4. 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.
  7. *Limitations on Engineer’s Authority and Responsibilities*
     1. 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.
     2. 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.
     3. 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.
     4. 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.
     5. 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.
  8. *Compliance with Safety Program*
     1. 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

* 1. *Authorized Changes in the Work*
     1. 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).
     2. 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.
  2. *Unauthorized Changes in the Work*
     1. 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.
  3. *Execution of Change Orders*
     1. 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.
  4. *Notification to Surety*
     1. 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.
  5. *Claims*
     1. *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.
     2. *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

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).

* + 1. *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.
    2. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
    3. 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.

* + 1. 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

* 1. *Cost of the Work*
     1. *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

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

* + - 1. 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.
      2. 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.
      3. 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.
      4. Supplemental costs including the following:
         1. The proportion of necessary transportation, travel, and subsistence expenses of Contractor’s employees incurred in discharge of duties connected with the Work.
         2. 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.
         3. 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.
         4. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
         5. 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.
         6. 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.
         7. The cost of utilities, fuel, and sanitary facilities at the Site.
         8. 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.
         9. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
    1. *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.
    2. *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.
    3. *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.
  1. *Allowances*
     1. 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.
     2. *Cash Allowances:*
        1. Contractor agrees that:
           1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
           2. Contractor’s costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
     3. *Contingency Allowance:*
        1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
     4. 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.
  2. *Unit Price Work*
     1. 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.
     2. 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.
     3. 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.
     4. 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

* 1. *Change of Contract Price*
     1. 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.
     2. 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).
     3. *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:
           1. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor’s fee shall be 15 percent;
           2. for costs incurred under Paragraph 11.01.A.3, the Contractor’s fee shall be five percent;
           3. 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;
           4. 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;
           5. 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
           6. 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.
  2. *Change of Contract Times*
     1. 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.
     2. 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.
  3. *Delays*
     1. 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.

* + 1. 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.
    2. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

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

* + 1. 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.
    2. 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

* 1. *Notice of Defects*
     1. 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.
  2. *Access to Work*
     1. 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.
  3. *Tests and Inspections*
     1. 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.
     2. 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

* + - 1. as otherwise specifically provided in the Contract Documents.
    1. 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.
    2. 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.
    3. 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.
    4. 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.
  1. *Uncovering Work*
     1. 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.
     2. 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.
     3. 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.
     4. 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.
  2. *Owner May Stop the Work*
     1. 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.
  3. *Correction or Removal of Defective Work*
     1. 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).
     2. 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.
  4. *Correction Period*
     1. 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.
     2. If Contractor does not promptly comply with the terms of Owner’s written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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

* + 1. 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.
    2. 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.
    3. 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.
  1. *Acceptance of Defective Work*
     1. 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.
  2. *Owner May Correct Defective Work*
     1. 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.
     2. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor’s services related thereto, take possession of Contractor’s tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

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

* + 1. 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.
    2. 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

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

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

* + - 1. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
    1. *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:
          1. the Work has progressed to the point indicated;
          2. 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
          3. 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:
          1. 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
          2. 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:
          1. to supervise, direct, or control the Work, or
          2. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
          3. for Contractor’s failure to comply with Laws and Regulations applicable to Contractor’s performance of the Work, or
          4. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
          5. 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:
          1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
          2. the Contract Price has been reduced by Change Orders;
          3. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
          4. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.
    2. *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.
    3. *Reduction in Payment:*
       1. Owner may refuse to make payment of the full amount recommended by Engineer because:
          1. claims have been made against Owner on account of Contractor’s performance or furnishing of the Work;
          2. 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;
          3. there are other items entitling Owner to a set-off against the amount recommended; or
          4. 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.

* 1. *Contractor’s Warranty of Title*
     1. 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.
  2. *Substantial Completion*
     1. 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.
     2. 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.
     3. 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.
     4. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

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

* + 1. 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.
  1. *Partial Utilization*
     1. 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.
  2. *Final Inspection*
     1. 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.
  3. *Final Payment*
     1. *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:
           1. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
           2. consent of the surety, if any, to final payment;
           3. a list of all Claims against Owner that Contractor believes are unsettled; and
           4. 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.
     2. *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.
     3. *Payment Becomes Due:*
        1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.
  4. *Final Completion Delayed*
     1. 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.
  5. *Waiver of Claims*
     1. 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

* 1. *Owner May Suspend Work*
     1. 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.
  2. *Owner May Terminate for Cause*
     1. The occurrence of any one or more of the following events will justify termination for cause:
        1. Contractor’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
        2. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction;
        3. Contractor’s repeated disregard of the authority of Engineer; or
        4. Contractor’s violation in any substantial way of any provisions of the Contract Documents.
     2. 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.
     3. 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.
     4. 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.
     5. 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.
     6. 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.
  3. *Owner May Terminate For Convenience*
     1. 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.
     2. 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.
  4. *Contractor May Stop Work or Terminate*
     1. 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.
     2. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph

10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor’s stopping the Work as permitted by this Paragraph.

#### ARTICLE 16 – DISPUTE RESOLUTION

* 1. *Methods and Procedures*
     1. 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.
     2. 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.
     3. 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

* 1. *Giving Notice*
     1. 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.
  2. *Computation of Times*
     1. 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.
  3. *Cumulative Remedies*
     1. 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.
  4. *Survival of Obligations*
     1. 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.
  5. *Controlling Law*
     1. This Contract is to be governed by the law of the state in which the Project is located.
  6. *Headings*
     1. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## SUPPLEMENTARY CONDITIONS

#### SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect. The tables of contents listed below modify, amplify, and provide the additional information as required in the Articles and Paragraphs of the Standard General Conditions.

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* 1. SUBSTANTIAL COMPLETION

#### SUPPLEMENTARY CONDITIONS

SC-1.0 DEFINITIONS

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

SC-2.02 COPIES OF DOCUMENTS

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

SC-4.02 GEOTECHNICAL DATA

No Geotechnical data gathered.

SC-4.03 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES: The

Contractor shall notify all utilities' offices which are affected by the construction operation at least 48 hours in advance. This may be accomplished by notifying the "one call" system. Under no circumstances shall the Contractor expose any utility without first requesting permission and being granted permission to do so from the affected agency.

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

SC-5.0 BONDS AND INSURANCE

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

Contractor must carry and provide evidence of general casualty (commercial liability) insurance to protect against legal liability arising out of contracts to be paid for in whole or in part with CDBG funds. Such insurance shall provide a minimum of $1,000,000 per occurrence and $2,000,000 per general aggregate limit with a maximum deductible of $5,000.00. If the Contractor

uses motor vehicles in conducting activities under this Agreement, liability insurance covering bodily injury and property damage shall be provided either through a self-insurance program or through a commercial insurance policy. Such insurance shall have minimum limits of $500,000 per occurrence, combined single limit for bodily injury liability and property damage with no aggregate limit.

SC-6.06 SUBCONTRACTORS

The following provisions amend and supplement paragraph 6.06B of the General Conditions:

The phrase "in advance of the specified date prior to the effective date of the "Agreement" is replaced with "with the Bid".

BIDDER is required to list all subcontractors and categories of work performed for any bid exceeding one hundred thousand dollars if subcontract amount exceeds ten percent of the submitted bid. The "Subcontractor Listing" page of these bid documents must be completed and submitted with the bid to be considered a responsive bid.

SC-6.09 LAWS AND REGULATIONS REGARDING PREVAILING WAGE REQUIREMENTS

STATE OF WASHINGTON REQUIREMENTS: The Contractor and all subcontractors shall be responsible for paying prevailing rate of wages to all workmen, laborers, or mechanics employed in the performance of any part of this Contract in accordance with the provisions of Chapter 39.12 RCW, as amended. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determine by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Contract as though fully set forth herein.

In as much as the Contractor and all subcontractors will be held responsible for paying the prevailing wages, it is imperative that all Contractors familiarize themselves with the current wage rates before submitting bids based on the Specifications.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State, and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as amended.

Current prevailing wage data will be furnished by the Industrial Statistician upon request. The address is: Dept. of Labor & Industries, ESAC/Prevailing Wages, P.O. Box 44540, Olympia, WA 98504-4540, Phone 360/953-5337.

Before payment is made by the Owner of any sums due under this contract, the Owner must receive from the Contractor and each subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L&I Number 700-29) approved by the Washington State Department of Labor and Industries.

Upon completion of this contract, the Owner must receive from the Contractor and each subcontractor a copy of "Affidavit of Wages Paid" (Form L&I Number F700-007-000, date 6-93) approved by the State Department of Labor and Industries. This affidavit will be required before any funds retained, according to the provisions of RCW 60.28.010 are released to the Contractor. Forms may be obtained from the Department of Labor and Industries. A fee per each "Statement of Intent to Pay Prevailing Wages" (Form Number F700- 029-000, date 6-93) and "Affidavit of Wages Paid" is required to accompany each form submitted to the Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the bid items of this contract.

SC-8.11 OWNERS FINANCIAL DATA

On request of the Contractor prior to the execution of any Change Order involving a significant increase in the Contract Price, Owner shall furnish to Contractor responsible evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfill the increased financial obligations to be undertaken by Owner as a result of such Change Order.

SC-9.03 PROJECT REPRESENTATIVE

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

* + 1. DUTIES AND RESPONSIBILITIES OF RPR:
       1. SCHEDULES: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Owner concerning acceptability.
       2. CONFERENCES AND MEETINGS: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof:
       3. LIAISON:
          1. Serve as Owner’s liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Public Works Director in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's onsite operations.
          2. Assist in obtaining from Owner additional details or information, when required for proper execution of the work.
       4. SHOP DRAWINGS AND SAMPLES:
          1. Record date of receipt of Shop Drawings and samples.
          2. Receive samples which are furnished at the site by Contractor, and notify Owner of availability of samples for examination.
          3. Advise Owner and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by Owner.
       5. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:
          1. Conduct onsite observations of the work in progress to assist Owner in determining if the work is in general proceeding in accordance with the contract documents.
          2. Report to Owner whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
          3. Verify that tests, equipment and systems startups, operating, and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Owner appropriate details relative to the test procedures and startups.
          4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections and report to Owner.
       6. INTERPRETATION OF CONTRACT DOCUMENTS: Report to Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Owner.
       7. MODIFICATIONS: Consider and evaluate Contractor’s suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Owner. Transmit to Contractor decisions as issued by Owner.
       8. RECORDS:
          1. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Owner's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
          2. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Owner.
          3. Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.
       9. REPORTS:
          1. Furnish Owner periodic reports as required of progress of the work and of Contractor’s compliance with the progress schedule and schedule of shop drawing and sample submittals.
          2. Consult with Owner in advance of scheduled major tests, inspections or start of important phases of the work.
          3. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to Owner change orders, work directive changes, and field orders.
          4. Report immediately to Owner upon the occurrence of any accident.
       10. PAYMENT REQUESTS: Reviews applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated into the work.
       11. CERTIFICATES, MAINTENANCE AND OPERATION MANUALS: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Owner for review prior to final payment for the work.
       12. COMPLETION:
           1. Before Owner issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
           2. Conduct final inspection in the company of Owner and Contractor and prepare a final list of items to be completed or corrected.
           3. Observe that all items on final list have been completed or corrected and make recommendations to Owner concerning acceptance.
    2. LIMITATIONS OF AUTHORITY Resident Project Representative:
       1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Owner.
       2. Shall not exceed limitations of Owner's authority as set forth in the Agreement or the General Provisions to the Letter Agreement or the Contract Documents.
       3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
       4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
       5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
       6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
       7. Shall not authorize Owner to occupy the Project in whole or in part.
       8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Owner.

SC-9.07 DETERMINATION FOR UNIT PRICES

Delete Paragraph 9.07 of the General Conditions in its entirety and insert the following in its place:

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

SC-11.03 UNIT PRICES

In accordance with Section 1-07.2 and WAC 458-02-171, the Contractor shall include all Contractor paid taxes in the unit bid prices or other Contract amounts.

SC-14.0 PROGRESS PAYMENTS

Progress Payments shall be submitted at least 10 days prior to the regularly scheduled Town of Yacolt Council Meetings on the 1st and 3rd Mondays of the month, except for legal holidays, but no more than once per month.

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

SC-14.04 SUBSTANTIAL COMPLETION

All underground utilities, cement concrete, asphalt paving and street lighting shall be in place prior to considering substantial completion.

## PART V GENERAL REQUIREMENTS

#### `GENERAL REQUIREMENTS

1. ORDER OF PRECEDENCE:

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

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

1. STANDARD PLANS:

"Standard Plans" where referred to shall mean the Standard Plans for Road, Bridge and Municipal Construction, 2012 Edition, prepared by the Washington State Department of Transportation and the Washington State Chapter American Public Works Association.

1. ABBREVIATIONS:

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

AAMA American Aluminum Manufacturer's Association ACI American Concrete Institute

AISC American Institute of Steel Construction AITC American Institute of Timber Construction AISI American Iron and Steel Institute

ALSC American Lumber Standards Committee ANSI American National Standards Institute APA American Plywood Association

APWA American Public Works Association ASTM American Society for Testing and Materials AWPA American Wood Products Association AWPI American Wood Preservers Institute

AWS American Welding Society

AWWA American Water Works Association CE Corps of Engineers (U.S. Army)

CFR Code of Federal Regulations

CRSI Concrete Reinforcing Steel Institute

CS Commercial Standard of NBS (U.S. Dept. of Commerce) DFPA Douglas Fir Products Association

FS Federal Specification

ICBO International Conference of Building

IEEE Institute of Electrical and Electronics Engineers IESNA Illuminating Engineering Society of North America

NBS National Bureau of Standards (U.S. Dept. of Commerce) NEC National Electrical Code

NEMA National Electrical Manufacturer's Association NWMA National Woodwork Manufacturer's Association OSHA Occupational Safety and Health Administration

PS Product Standard of NBS (U.S. Dept. of Commerce) RCW Revised Code of Washington

SDI Steel Door Institute

SJI Steel Joist Institute

UBC Uniform Building Code

UL Underwriters' Laboratories

USASI United States of American Standards Institute WCLIB West Coast Lumber Inspection Bureau WWPA Western Wood Products Association

1. STORAGE AREAS AND WASTE SITES:

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

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

1. DUST CONTROL:

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

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

1. WORK ON PRIVATE PROPERTY:

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

1. WORK BY OTHERS:

Electric:

Clark Public Utilities Dale Mickelson Vancouver, WA (360) 992-8819

[dm](mailto:dmickelson@clarkpud.com)[ickelson@clarkpud.com](mailto:ickelson@clarkpud.com)

Water:

Clark Public Utilities Barry Lovington Vancouver, WA (360) 992-8020

[blovingood@clarkpud.com](mailto:blovingood@clarkpud.com)

Telephone:

Century Tel Bob Campbell

P.O. Box 327 Aurora, OR 97002 (503) 678-1111 (office) (541) 409-2440 (cell)

Cable:

J&N Cable Systems John Kusky

614 S Columbus Avenue Goldendale, WA 98620

(800) 752-9809

1. UTILITY CONNECTIONS:

Contractor shall coordinate all work and pay the necessary costs for connection and reconnection of power and other utilities as necessary for the completion of this project.

1. ASBESTOS-CEMENT PIPE:

The Contractor's attention is called to the fact that portions of the work may involve working on or around existing asbestos-cement pipe. It shall be the responsibility of the Contractor to comply with all applicable Federal, State, and local safety, health and environmental requirements when working on asbestos-cement pipe. Any costs associated with this work are to be included in the Contractor's bid items as he deems appropriate.

1. EXISTING IMPROVEMENTS:

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

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

The Contractor shall take adequate precautions to protect existing lawns, trees, shrubs outside of rights-of-way, sidewalk, curbs, pavements, utilities, adjoining property, and structures and to avoid damage thereto. The Contractor shall, at his own expense, completely repair any damage thereto as specified under Article 13 of the General Conditions.

1. TRAFFIC CONVENIENCE AND SAFETY:

The Contractor shall conduct the work so as to insure the least possible obstruction to traffic and normal commercial pursuits. The convenience of the general public and residents along the work, and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner. Existing traffic and street name signs, which will interfere with construction, shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Engineer has so directed and until temporary measures have been taken to safeguard traffic after the signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. Upon completion of the project, the Contractor will reset all such signs in their permanent location and at the proper height. Any signs damaged by the Contractor, as determined after inspection by the Owner, will be replaced by the Contractor at no cost to the Owner.

The Contractor shall keep existing roads and streets adjacent to or within the limits of the project open to and maintained in a good and safe condition for traffic at all times. At least 10 days prior to the start of construction, the Contractor shall submit to the Owner a proposed plan for maintaining traffic flows. The Owner reserves the right to restrict the Contractor to various streets and times of construction during the entire project.

The Contractor shall furnish all flagging and shall provide, erect and maintain all temporary traffic control devices required during construction. The Contractor shall delineate all obstructions and excavations with appropriate barricades. Flagmen, barricades, signs and traffic control shall conform to the Standards established in the latest edition of the "Manual on Uniform Traffic Control Devices", published by the

U.S. Department of Transportation.

All cost and expenses in connection with the handling and protection of traffic as herein specified shall be considered as incidental to the work involved in the project and all costs thereof shall be included in the unit bid prices for the various pay items of work, unless there is a specific bid item for this work.

1. USE OF EXPLOSIVES:

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

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

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

1. WATER:

Water necessary for the construction will be made available by the Owner at no charge to the Contractor, provided the water is conserved and not used unnecessarily or wastefully.

1. SALVAGE:

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

1. USE OF PREMISES:

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

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

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

1. CONSTRUCTION STAKING:

Construction stakes will be provided to the Contractor for this project. A sufficient amount of stakes will be provided to accurately establish top of curb, catch basins, radius points and centerline reference, clearing limits, and cut and fill catch points.

Re-staking due to Contractor miss-scheduling or irresponsibility in protecting existing construction stakes will be billed to the Contractor.

A 3-work day notice is required prior to construction staking or survey monument offsetting.

Specific construction staking requirements and details will be reviewed at the preconstruction meeting.

*Town of Yacolt, Washington*

*August 2013*

## PART VI SPECIAL PROVISIONS

#### SPECIAL PROVISIONS

**Standard Specifications.**

The 2012 Standard Specifications shall be used in conjunction with these Special Provisions. Sections listed below but not modified are referenced for the Contractor's convenience only. Modified sections of the Standard Specifications shall be applicable for the purposes of a single bid item only and shall not represent a modification to all bid items, unless otherwise indicated.

DESCRIPTION OF WORK:

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

Reference: Clark Public Utilities Rio #375398 See Attached Appendix B & C

Bid to include:

* Provide and install approximately 460' 1/0 EPR primary cable in existing conduit and complete any missing conduit.
* Provide and install 1each KVA transformer and all necessary materials
* Provide and install one secondary pedestal
* Provide and install appropriate sized wire from transformer to secondary pedestal
* Provide and install meter base, capable of 200 amps, with disconnects for pavilion with wire from meter base to transformer approximately 200' in existing 3" conduit.
* All other associated parts and labor to complete Rio #375398 Additional requirements NOT identified on Rio #375398:
* Connect the existing wiring in the conduit from the proposed meter base back to the bathroom chase area and provide a chase light and plug with one switch.
* Provide and install 2 each 2 gang receptacles on the middle column in the pavilion. One 2 gang receptacle to be on the northern middle column and the other to be on the middle column on the south side. Conduit for the wiring will be existing and come up through the concrete floor of the pavilion.
* Provide and install for 2 lights in cages with 1 lockable switch.
* Provide all electrical permits and inspections as required for this project.

Pavilion lighting components:

* Key Switch:  Leviton 1221-2KL
* Switch Electrical Box: Single gang rain tight box
* 2 each 2 gang  receptacles : Cooper TWR VGF 20 WSP
* Receptacle boxes: 2 each 2 gang rain tight box
* Lights 2 each: RAB VX200DG with mounting box and hardware
* 2 each 19W LED bulbs for above fixture

Mechanical chase electrical components:

* Light switch: Cooper CS15 and single gang box
* Receptacle:  Cooper TRBR 15W BXSP and single gang box
* Light: “Designer Foundation 2073” and mounting box and hardware
* Bulb: 9W LED

Attention is called to federal provisions for Equal Employment Opportunities, HUD Section 3, requirements and the minimum wages as set forth in the contract documents.

#### Utilities

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

Electric Telephone

Clark Public Utilities Century Tel

Dale Mickelson Bob Campbell

Vancouver, WA P.O. Box 327

(360) 992-8819 Aurora, OR 97002

[dmickelson@clarkpud.com](mailto:dmickelson@clarkpud.com) (503) 678-1111 (office)

(541) 409-2440 (cell)

Water Cable

Clark Public Utilities J&N Cable Systems

Barry Lovingood John Kusky

Vancouver, WA 614 S Columbus Avenue

(360) 992-8020 Goldendale, WA 98620

[blovingood@clarkpud.com](mailto:blovingood@clarkpud.com) (800) 752-9809

The above are all the utilities known by the Town to be within the location of the planned excavation or project area. With respect to any utilities other than those identified above, which are not known to the Town, the Contractor shall bear full responsibility. Additionally, the Contractor shall take all steps required to comply with Chapter 144, Laws of 1984, (RCW 19.122).

#### SCOPE OF THE WORK

**Increased or Decreased Quantities**

Section 1-04.6 is supplemented with the following:

The bid quantities listed for bid items 6-9, 102-105, and 201 are approximate and are for the purposes of bidding only. Overruns and underruns in these bid items shall not be cause for

adjustment in the unit prices. Section 1-04.6 “Increased or Decreased Quantities” does not apply to the bid items listed above.

#### LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

**State Taxes**

Section 1-07.2 is supplemented with the following:

**Traffic Control Plan and Signing.** The Contractor shall provide a Traffic Control Plan to the Engineer for approval prior to beginning work. The Traffic Control Plan shall conform to the requirements of the Manual of Uniform Traffic Control Devices. The Contractor may utilize WSDOT Standard “K” plans which best meets the needs for Traffic Control. The costs associated with developing the Traffic Control and Signing Plan shall be included in the Traffic Control bid item of this contract. No specific payment will be made for the plan preparation. The Contractor will note the requirements for maintaining traffic access in Standard Specification Sections 1-07.23 and 1-10.

Temporary street closures may be allowed pending Town approval. The Contractor will be required to provide local access to residences which cannot access their property from another location.

#### PROSECUTION AND PROGRESS

**Subcontracting**

Section 1-08.1 is supplemented with the following:

(October 12, 1998)

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

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

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

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

#### 1-08.3 Progress Schedule.

Add the following to Section 1-08.3:

A critical path schedule shall be submitted by the Contractor for review and approval by the Engineer prior to the preconstruction meeting. Work shall not begin until the critical path schedule is approved. Any deviation from the approved critical path must be submitted to the Engineer with a modified critical path schedule two working days prior to the proposed deviation. Approval must be received by the Owner prior to proceeding with the deviation. Costs for the critical path schedule shall be included in the bid items of this contract and will not be paid for individually.

**1-08.4 Prosecution of Work**. Delete the first sentence of paragraph one of Section 1-08.4 which begins “The Contractor shall begin...” and replace with the following:

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

**1-08.5 Time for Completion**. Delete the fourth paragraph of Section 1-08.5 which begins, “Contract time shall begin....”, and replace with the following:

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

#### STANDARD PLANS

**(August 6, 2012)**

The State of Washington Standard Plans for Road, Bridge and Municipal Construction [M21-01 (English)] transmitted under Publications Transmittal No. PT 01-047, effective August 6, 2012 is made a part of this contract.

#### Electrical Wiring for the Recreational Park Pavilion

PART 1 – GENERAL

* 1. DESCRIPTION OF WORK

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

Reference: Clark Public Utilities Rio #375398 See attached Appendix B & C

Bid to include:

* Provide and install approximately 460' 1/0 EPR primary cable in existing conduit and complete any missing conduit.
* Provide and install 1each KVA transformer and all necessary materials
* Provide and install one secondary pedestal
* Provide and install appropriate sized wire from transformer to secondary pedestal
* Provide and install meter base, capable of 200 amps, with disconnects for pavilion with wire from meter base to transformer approximately 200' in existing 3" conduit.
* All other associated parts and labor to complete Rio #375398 Additional requirements NOT identified on Rio #375398:
* Connect the existing wiring in the conduit from the proposed meter base back to the bathroom chase area and provide a chase light and plug with one switch.
* Provide and install 2 each 2 gang receptacles on the middle column in the pavilion. One 2 gang receptacle to be on the northern middle column and the other to be on the middle column on the south side. Conduit for the wiring will be existing and come up through the concrete floor of the pavilion.
* Provide and install for 2 lights in cages with 1 lockable switch.
* Provide all electrical permits and inspections as required for this project.

Pavilion lighting components:

* Key Switch:  Leviton 1221-2KL
* Switch Electrical Box: Single gang rain tight box
* 2 each 2 gang  receptacles : Cooper TWR VGF 20 WSP
* Receptacle boxes: 2 each 2 gang rain tight box
* Lights 2 each: RAB VX200DG with mounting box and hardware
* 2 each 19W LED bulbs for above fixture

Mechanical chase electrical components:

* Light switch: Cooper CS15 and single gang box
* Receptacle:  Cooper TRBR 15W BXSP and single gang box
* Light: “Designer Foundation 2073” and mounting box and hardware
* Bulb: 9W LED
  1. QUALITY ASSURANCE

1. Provide materials per specifications.

PART 2 - PRODUCTS

* 1. Materials per specifications or approved equal.

PART 3 - EXECUTION

* 1. EXAMINATION

1. As per inspection by Clark Public Utilities and Labor & Industries
   1. CLEANING

A. Clean up debris and remove from the site.

PART 4 – MEASUREMENT & PAYMENT

4.01 All costs for supplying and installing electrical products specified in this section and shown on the Drawings shall be incorporated into the appropriate lump sum bid for the Electrical Wiring for the Recreational Park Pavilion as found in the Bid Form.

## APPENDIX A

**CDBG Insurance Requirements Federal Contract Requirements**

**Federal General Wage Decision (Davis-Bacon Wage Rates) State Prevailing Minimum Hourly Wage Rates**

**CDBG Insurance Requirements**

**CDBG Contractor Insurance Requirements**

Insurance: The grant recipient will require the contractor to carry and provide evidence of general casualty (commercial liability) insurance to protect against legal liability arising out of contracts to be paid for in whole or in part with CDBG funds. Such insurance shall provide a minimum of $1,000,000 per occurrence and $2,000,000 per general aggregate limit with a maximum deductible of $5,000.00. If the Contractor uses motor vehicles in conducting activities under this Agreement, liability insurance covering bodily injury and property damage shall be provided either through a self-insurance program or through a commercial insurance policy. Such insurance shall have minimum limits of $500,000 per occurrence, combined single limit for bodily injury liability and property damage with no aggregate limit.

## Federal Contract Requirements

**FEDERAL CONTRACT REQUIREMENTS**

**U.S. DEPARTMENT of Housing and Urban Development**

Clark County

Community Development Block Grant Program

Updated: 1/16/03

1. **PRECONSTRUCTION CONFERENCE**

Either before or soon after the actual award of the Contract (but in any event prior to the start to Work at site), the Contractor or his representative, and his subcontractors, shall attend a Preconstruction Conference with representatives of the Owner, the Engineer, or Architect, and the Clark County Community Development Block Grant Program. The Conference will be held to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed. The date, time, and place of the Conference will be furnished to the Contractor by the Owner or the Architect/Engineer. The Contractor will notify his subcontractors of the Conference and require their attendance.

1. **SUBMISSION OF COMPLIANCE DOCUMENTS**

In order to document his compliance with the Clark County Community Development Block Grant Program requirements and Federal regulations, the successful Bidder will be required to submit and to require his subcontractors to submit various forms and reports required by the Contract Documents, including: (a) HUD Contract and Sub-Contract Activity Form; and (b) HUD Weekly Payroll; whether the contractor or subcontractor is a sole proprietor, an owner performing all work on the project, a contractor with no employees, or otherwise. Contractors and subcontractors will be required to allow interviews with employees on the job during working hours.

1. **ACCESS TO RECORDS**

The Secretary of HUD, the Clark County Community Development Block Grant Program, the Comptroller General of the United States, the Owner and any of their duly authorized representa- tives shall have access to all books, accounts, records, reports, files, and other papers or property of the Contractor and his Subcontractors pertaining to work performed under this Contractor and his Subcontractors pertaining to work performed under this Contract for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The Contractor shall retain records pertinent to this Contract for a period of three years from the date of termination or completion of this contract.

1. **ELIGIBLE SUBCONTRACTORS**

The Contractor shall not propose or contract with any person or entity included in the United States Department of Housing and Urban Development Consolidated List of Debarred, Suspended, and Ineligible Contractors and Grantees.

1. **INTEREST OF CERTAIN FEDERAL OFFICIALS**

No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

1. **INTEREST OF OWNER'S EMPLOYEES OR OTHER PUBLIC OFFICIALS**

No member officer, or employee of Clark County, or its designees or agents, no member of the governing body of the city in which the Project is located, and no other public official of the city in which the Project is located who exercises any functions or responsibilities with respect to the Clark County Community Development Block Grant Program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or any subcontract, or the proceeds thereof. The Contractor shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest.

1. **CERTIFICATION REGARDING LOBBYING**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing this contract the undersigned certifies, to the best of his or her knowledge and belief, that:

* + No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  + If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  + The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants. loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

1. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-4.2(d) - Executive Order 11246)**
2. The offer’s or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
3. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

|  |  |
| --- | --- |
| **Goals for minority participation**  **in each trade** | **Goals for female participation in each trade** |
| 4.5% | 6.9% |

1. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
2. As used in this Notice, and in the contract resulting from this solicitation, the covered area is Clark County, Washington.
3. **HISTORICAL OR CULTURAL ARTIFACTS**

In the event that historical, cultural artifacts, and/or human remains are discovered at the Project site during construction or rehabilitation, the CONTRACTOR shall immediately stop construction and notify the OWNER’s representative.

1. **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR 60-4.3 - Executive Order 11246)**
2. As used in these specifications:
   1. "Covered area means the geographical area described in the solicitation from which this contract resulted;
   2. "Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom tile Director delegates authority;
   3. "Minority" includes:

Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

* 1. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  2. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  3. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

1. Whenever the Contractor, or any Subcontractor at any tier, Subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract the excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
2. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
3. The Contractor shall implement the specific affirmative action standards provided in paragraphs G (1) through G (16) of these specifications. The goals set forth in the

solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

1. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor’s obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
2. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
3. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
   1. Ensure and maintain a working environment free of harassment, intimidation, and coercion, at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
   2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
   3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, recruitment source or community organization and of what action was taken with respect to each such individual, If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
   4. Provide immediate written notification to the Director when the union or union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
   5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the

Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G (2) above.

* 1. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  2. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  3. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  4. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organization such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  5. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  6. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  7. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  8. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  9. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing shall be provided to assure privacy between the sexes. Document and maintain a record of all solicitations of

offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

* 1. Document and maintain a record of all solicitations of offers for subcontractors from minority construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  2. Conduct a review, at least annually, of all supervisors’ adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

1. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (G (1) through G (16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected to the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
2. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
3. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
4. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
5. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
6. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
7. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
8. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
9. **COMPLIANCE WITH EQUAL OPPORTUNITY PROVISIONS FOR CONSTRUCTION PROJECTS (EO 11246, Subpart B - Contractors' Agreements SEC. 202)**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive

Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1. The contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**12. SECTION 3 (24 CFR 135.38)**

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. **CERTIFICATION OF NONSEGREGATED FACILITIES**

By signing the Bid Proposal, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term segregated facilities means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed sub-contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

\*Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

1. **FEDERAL LABOR STANDARDS PROVISIONS**
   1. **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

* 1. **Minimum Wages**
     1. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cost equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(l)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in

each classification in which work is performed, The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(l)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

* + 1. Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
       - The work to be performed by the classification requested is not performed by a classification in the wage determination; and
       - The classification is utilized in the area by the construction industry; and
       - The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
    2. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
    3. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise) HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
    4. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B)(2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

1. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor Shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
2. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits

under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations, under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

* 1. **Withholding**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages requited by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

* 1. **Payrolls and Basic Records**
     1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1 (b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the cost anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or

its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a) (3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

* + 1. Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
   * 1. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph D(2) of this section.
     2. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
     3. The contractor or subcontractor shall make the records required under paragraph D(1) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
   1. **Apprentices and Trainees**
      1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be

greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

* 1. **Trainees**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

* 1. **Equal Employment Opportunity**

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

* 1. Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

* 1. Subcontractors

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

1. Contract termination; debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

1. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

1. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

1. **Certification of Eligibility**
   1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
   2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
   3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18

U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of…. influencing in any way the action of such Administration...makes, utters or publishes any statement knowing the same to be false… shall be fined not more than $5,000 or imprisoned not more than two years, or both."

1. **Complaints, Proceedings, or Testimony by Employees**

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified, or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

1. **Contract Work Hours and Safety Standards Act**

As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

* 1. Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek in any contract in an amount in excess of $100,000.

* 1. Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in subparagraph P (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages.

In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph P (1) of this paragraph, in the sum of $10 for each calendar day which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph P (1) of this paragraph.

* 1. Withholding for unpaid wages and liquidated damages

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph P(2) of this paragraph.

* 1. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph P(1) through P(4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs P(1) through P(4) of this paragraph.

* 1. Health and Safety
     1. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
     2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to

comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

* + 1. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

1. **CLEAN AIR AND WATER POLLUTION CONTROL ACTS**

The contractor shall comply with all applicable standards, orders, or requirements issued under the Federal Water Pollution Control Act (33 USC 1251 et seq.) the Clean Air Act (42 USC 1857 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Parts 15 and 61) including the following requirements:

* 1. The Contractor warrants that any facility utilized in the performance of this agreement is not listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20 as of the date of contract award.
  2. The Contractor will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said sections and all regulations and guidelines issued thereunder.
  3. The Contractor agrees that as a condition for the award of this contract he will notify the owner of the receipt of any communication from the Assistant Administrator of EPA that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities; and will make any such notification promptly prior to contract award.
  4. The Contractor will include or cause to be included the criteria and requirements in paragraphs (A) through (D) of this article in every non-exempt subcontract and will take such action as the United States Government or its agencies may direct as a means of enforcing such provisions.

**GENERAL WAGE DECISION**

**U.S. Department of Labor**

The following Federal Davis-Bacon wage rates are made a part of this agreement. The Contractor is responsible for complying with the current Federal wage decision during the construction period.

## CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Prime Contractor Electrical Wiring Recreation Park Pavilion 2014-CDBG-1406

The undersigned certified that:

1. Section 3 provisions are included in the Contract.
2. If contract equals or exceeds $100,000 Clark County Section 3 report will be submitted with the final pay estimate.
3. No segregated facilities will be maintained.

Name & Title of Signer (print or type)

Signature Date

## Federal General Wage Decision

## Due at contract signing current Davis-Bacon Wage Rates

## State Prevailing Minimum Hourly Wage Rates

## State Prevailing Minimum Hourly Wage Rates

The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.as.px

For Federally Funded projects prevailing wage rates can be found at the following website address: <http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/FedWageUpdateNotify.htm>

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

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## APPENDIX B

**Plan Sheet from Clark Public Utilities**



**APPENDIX C**

**Pavilion Lighting Diagram**

