

**PROJECT MANUAL
FOR
SHERIDAN COUNTY
BROOKS STREET GREENSPACE
SHERIDAN, WYOMING**



PROJECT MANUAL
FOR
BROOKS STREET GREENSPACE

SHERIDAN COUNTY
SHERIDAN, WYOMING

MORRISON-MAIERLE, INC.
PROJECT NO. 6017.002



CERTIFICATE OF ENGINEER

State of Wyoming)
) ss
County of Sheridan)

I, Tim Brugger, do hereby certify that
this Project Manual was prepared by me,
or under my direct supervision.



Prepared by:

Morrison-Maierle, Inc.
1470 Sugarland Drive, Suite #1
Sheridan, Wyoming 82801

March 1, 2023



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DIVISION 0

BIDDING & CONTRACT REQUIREMENTS

ADVERTISEMENT FOR BIDS

Sheridan County will receive electronic bids for the **Brooks Street Greenspace** Project. The project is generally described as follows:

Remove existing pavement and sidewalk on Brooks Street between Whitney and Burkitt to create a greenspace area with pathway, stairs, lighting, heated concrete, retaining walls, concrete parking lot, landscaping, and enhancements.

Bids will be received digitally by the Sheridan County Public Works Department until **10:00 AM**, local time, on **April 5, 2023**. No hard copy bids will be accepted. The bids will be publicly opened and read aloud via a virtual Microsoft Teams meeting. Instructions to join the virtual bid opening are located on Morrison-Maierle's QuestCDN website.

Contract Documents have been placed online at QuestCDN (**Project #8410708**) and can be accessed on the Morrison-Maierle website (<https://m-m.net/projects-bidding/>). Documents may be obtained on or after **March 8, 2023**, at the non-refundable cost of \$30.00 per set. Electronic bids shall be submitted through this same website, at the non-refundable cost of \$20.00.

A MANDATORY PRE-BID CONFERENCE for all Prime Bidders will be held **IN-PERSON** on **March 22, 2023 at 10:00 AM** local time, at the Sheridan County Public Meeting Room, 2nd Floor, New Addition of the Sheridan County Courthouse, 224 S. Main Street, Sheridan, WY 82801. A site visit will follow the pre-bid meeting.

Contractors, in submitting their respective electronic bid, acknowledge that such bids conform to all requirements of Wyoming State Statute. Each bidder must include a bid security with the electronic bid, payable to Sheridan County, in accordance with the Instruction to Bidders.

No bidder may withdraw its bid after the scheduled time of the bid opening. Bids are to remain open for 60 days after the bid opening. The Owner reserves the right to reject any and all bids or parts thereof, and to waive any irregularities of any bid. The Owner also reserves the right to award the contract to such responsible bidders as may be determined by the Owner.

By Order of Sheridan County
Board of Commissioners
Christi Haswell
Chair

Publish Dates: March 8 & 15, 2023

END OF SECTION

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00100 – INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS.

Terms used in these Instructions to Bidders which are defined in the General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. The term "BIDDER" means one who submits a Bid directly to the OWNER, as distinct from a sub-BIDDER, who submits a bid to a BIDDER. The term "Successful BIDDER" means the lowest, qualified, responsible and responsive BIDDER to whom the OWNER (on the basis of the OWNER's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, Anticipated Subcontractors, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

In this section on "Instructions to Bidders", the term BIDDER is used to describe a prospective CONTRACTOR. When the term BIDDER is used, it refers to the company that could become the CONTRACTOR; therefore all requirements of the CONTRACTOR also pertain to the BIDDER, and vice versa.

The OWNER as defined in the General Conditions is Sheridan County. The ENGINEER as defined in the General Conditions is identified in the Project Manual.

2.0 COPIES OF BIDDING DOCUMENTS.

- 2.1 Complete sets of the Bidding Documents in the number and for the purchase sum may be obtained as stated in the "Advertisement for Bids".
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither the OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work, and does not confer a license or grant for any other use.

3.0 QUALIFICATIONS OF BIDDERS.

To demonstrate qualifications to perform the WORK, each BIDDER must submit with the Bid (or within 48 hours of the Bid, if allowed in the project Manual) written evidence, such as financial data, previous experience, record of performance on previous projects, plant and equipment, information on their permanent place of business, technical expertise, present commitments, and other such data as may be called for on the Statement of Qualifications in the Bidding Documents.

In addition, BIDDERS shall either be directly qualified themselves in the design and construction of Segmental Retaining Walls (SRW) described under Specification Section 02835 or shall engage the services of a Subcontractor that is deemed to be qualified in the design and construction of SRW.

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To be determined qualified as a BIDDER or Subcontractor for the design and installation of the SRW System in this project, companies shall demonstrate compliance with the following criteria:

1. A minimum of three years' experience in construction of SRW systems.
2. Evidence of successful completion of at least two similar SRW projects, including references from owners of the projects listed.
3. A superintendent or foreman for the project with a minimum of two years' experience of construction experience in SRW work. Superintendent/foreman listed must remain on the project for the entire construction of the SRW system.
4. Have on staff or have access to a Professional Engineer licensed in the State of Wyoming to provide the final design of the SRW System. Provide documentation verifying that said engineer has experience in the design of SRW systems.

The Owner and Engineer will review any such request to verify that the company is qualified to perform the work in accordance with these Specifications. The Owner and Engineer reserve the right to reject any bid if the company is determined to not be qualified as described above. Review of the qualifications by the Owner and Engineer shall not be construed to relieve the BIDDER in any way of his responsibility for the successful performance of the work.

Each BIDDER must be prepared to submit evidence of the BIDDER's qualifications to do business in Wyoming, prior to the Notice of Award. BIDDERS must be properly licensed as a General or Excavator Contractor, and Utility Contractor if utility work is involved in the project, according to Sheridan City Code. All licensing above must either be current at the time of the Bid Opening, or be obtained prior to the Notice of Award.

4.0 LIST OF SUBCONTRACTORS.

Each BIDDER shall submit a list of subcontractors on the form included in the Project Manual with his or her Bid.

Prior to the award of Contract, the OWNER shall notify the BIDDER if the OWNER, after due investigation, has reasonable objection to any Subcontractor listed and does not accept them. Acceptance of any or all listed Subcontractors by the OWNER does not relieve the CONTRACTOR from any responsibility for its Subcontractors.

5.0 PREFERENCE TO WYOMING CONTRACTORS, LABORERS AND MATERIALS.

Preference shall be given to responsible Wyoming Contractors, Laborers and Materials as required by Wyoming Statutes. Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state.

Therefore, a 5% preference shall be given to Wyoming state resident bidders over non-residents. This applies to all subcontractors, suppliers and general contractors.

The 5% state preference takes effect whenever any Wyoming BIDDER is in direct competition with a non-Wyoming BIDDER.

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Under the guidelines noted above, the Contract shall be awarded to the responsible resident making the lowest bid if the resident's bid is not more than 5% higher than that of the lowest responsible non-resident BIDDER.

The Contractors, in submitting their respective bids, acknowledge that such bids conform to all Wyoming State Statute requirements.

In accordance with State Statute 16-6-103, successful resident Bidders shall limit subcontracts to non-resident contractors to thirty percent (30%) of the work.

6.0 QUESTIONS.

Questions regarding this project should be addressed to Tim Brugger (tbrugger@m-m.net), Morrison-Maierle, 1470 Sugarland Dr., Ste. 1, Sheridan, WY 82801. **All questions must be submitted via email no later than March 31, 2023 at 12:00 PM**, local time.

7.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

- 7.1 It is the responsibility of each BIDDER, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate BIDDER's observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract Documents.
- 7.2 Information and data reflected in the Contract Documents, with respect to Underground Facilities at or contiguous to the site, is based upon information and data furnished to the OWNER and ENGINEER by owners of such Underground Facilities or others, and the OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.
- 7.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents, due to differing conditions, appear in the General Conditions and Supplemental General Conditions.
- 7.4 Before submitting a Bid, each BIDDER will, at the BIDDER's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical 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, and which the 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.

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A copy of the Geotechnical Study/Report, is a part of the Contract Documents for this project, see Special Provisions.

- 7.5 On request, in advance, OWNER will provide each BIDDER access to the site to conduct such explorations and tests as each BIDDER deems necessary for submission of a Bid. BIDDER shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- 7.6 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 the CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands, and access thereto, required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents.
- 7.7 The submission of a Bid will constitute an incontrovertible representation by the BIDDER that the BIDDER has complied with every requirement of this Article 7, and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and such means, methods, techniques, sequences or procedures of construction, as may be indicated in or required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.0 INTERPRETATIONS AND ADDENDA.

- 8.1 All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Interpretations or clarifications considered necessary by the ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the ENGINEER as having received the Bidding Documents. Questions received within five days prior to the date for opening of Bids may not be able to be answered in fairness to all bidders. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 8.2 Addenda may also be issued to modify the Bidding Documents, as deemed advisable by the OWNER or ENGINEER.

9.0 BID SECURITY.

- 9.1 Each BIDDER must deposit bid security with the bid, payable to the OWNER, which deposit shall be one of the following:
 - 1. Certified check, cashier's check or draft drawn on a State or National Bank in the amount of five percent (5%) of the total bid.

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2. Bid Bond, prepared on the form provided in the Project Manual, issued by a Surety authorized to do business in the State of Wyoming and acceptable to the OWNER in the amount of five percent (5%) of the total bid.
- 9.2 The Bid Security of the successful BIDDER will be retained until such BIDDER has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, OWNER may annul the Notice of Award, and the Bid Security of that BIDDER will be forfeited. The Bid Security of other bidders whom the OWNER believes to have a reasonable chance of receiving the award may be retained by the OWNER, until the earlier of the seventh day after the effective date of the Agreement, or the sixty-first (61st) day after the Bid Opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid Opening.

10.0 CONTRACT TIME.

Substantial Completion of the Work is to be completed within 160 calendar days from the issuance of the Notice to Proceed. A notice to proceed will be given on or after July 17, 2023 and Substantial Completion shall be reached no later than July 31, 2024. Final completion is to be reached within 14 days of Substantial Completion. A suspend work order can be issued at CONTRACTOR's request at the end of 2023 to break for the winter months, then shutdown until weather allows remaining work to resume in 2024. Final Payment will not be made until Final Completion is reached and all closeout documents acceptably submitted.

For the purposes of this project, Substantial Completion is defined as the time at which all pay items have been completed and the contractor is ready for final inspection of the project.

11.0 LIQUIDATED DAMAGES.

Provisions for liquidated damages are set forth in the Agreement.

12.0 SUBSTITUTE OR "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. A substitute or "or-equal" item of material or equipment may be furnished or used by the CONTRACTOR, if acceptable to the ENGINEER. Application for such acceptance will not be considered by the ENGINEER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR, and consideration by the ENGINEER, is set forth in paragraph 6.05 of the General Conditions and may be supplemented in the Special Provisions.

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13.0 SUBCONTRACTORS, SUPPLIERS, AND OTHERS.

- 13.1 If requested by the ENGINEER, the BIDDER shall provide information on the qualifications, experience and financial or other data of any Subcontractors or suppliers proposed on this project. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, they may, before the Notice of Award is given, require the 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, or other person or organization listed and to whom the OWNER or ENGINEER does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the OWNER and ENGINEER, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions. Operational maintenance issues may be considered in this evaluation to help determine what is deemed acceptable.
- 13.2 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

14.0 BID FORM.

- 14.1 A Bid Worksheet Sample is included on the paper Bid Form in the Bidding Documents. Do not fill in the unit prices on the paper Bid Form, instead, **the Bid Worksheet must be completed on the electronic form provided within the QuestCDN project bid site. No paper bids will be accepted.**
- 14.2 A Bid by a corporation must be executed in the corporate name by the president or a vice-president or other corporate officer who is authorized to bind the corporation, and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. The Bid of a corporation which is signed by a person other than a corporate officer must be accompanied by evidence of authority to sign.
- 14.3 A Bid by a partnership shall be executed in the partnership name and signed by a partner, whose title must appear under the signature accompanied by evidence of authority to sign. The official address of the partnership must be shown below the signature.
- 14.4 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The State of formation of the firm and the official address of the firm must be shown below the signature.
- 14.5 A Bid by an individual shall show the Bidder's name and official address.

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- 14.6 A Bid by a Joint Venture shall be executed by each Joint Venturer in the manner indicated on the Bid Form. The official address of the Joint Venture must be shown.
- 14.7 All signatures are to be in ink and names must be typed or printed in ink below the signatures. The title of the person(s) executing the Bid shall be clearly indicated beneath the signature(s).
- 14.8 The address and telephone number for communications regarding the Bid must be shown.
- 14.9 The Bid must contain evidence of Bidder's authority and qualification to do business in Wyoming or covenant to obtain such qualification prior to award of the Contract and attach such covenant to the Bid.
- 14.10 The Bid will not be considered unless accompanied by proper Bid Security in accordance with Article 9 of these Instructions to Bidders.
- 14.11 The Bid may not be considered unless all attached documents, forms, or certifications in this Project Manual are completed as listed in Section 7 of Section 00300, Bid Form.
- 14.12 Alternate Bids will not be considered unless called for.
- 14.13 Hand-delivered or bids by telephone, telegraph, fax or other telecommunication systems will not be considered.
- 14.15 Work included in each Bid Item is as covered in Section 01150 and the Project Manual.

15.0 OBTAINING BIDDING DOCUMENTS AND SUBMISSION OF BIDS.

- 15.1 Obtaining bidding documents and submitting an electronic Bid Worksheet:
 - A. Contract Documents have been placed online at QuestCDN (**Project #8410708**) and can be accessed on the Morrison-Maierle website (<https://m-m.net/projects-bidding/>).
 - B. Prospective bidders may view the bid documents at no cost under 'view bid documents'. In order to bid this project, you must be a QuestCDN plan holder. To be considered a plan holder, you must register for a free membership on QuestCDN and download the contract documents in digital form under 'download bid documents'.
 - C. You will be asked to sign into your account or create a free QuestCDN account by clicking the 'join' link. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading the project and vBID online bid submittal.

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- D. To access the electronic Bid Worksheet, click the online bidding button at the top of the bid advertisement on the electronic bidding site. Unit prices are to be filled out electronically through the QuestCDN Bid Worksheet (not on the paper bid form). Once the bid opening has been completed and all bids read aloud, the electronic Bid Worksheet will be downloaded from QuestCDN and added into the Contractor's uploaded and signed Bid Form.
 - E. Bid documents are to be downloaded, all required information filled out, signed and uploaded to the website along with the bid.
 - F. All addendums will be issued through Morrison-Maierle's QuestCDN electronic bidding site.
- 15.2 Bidders submitting the Project shall complete, sign and upload the below required documents to the electronic bidding site.
- A. 00300 - Bid Form: Complete all required items in the "Bid Form". See note in Section 7 of the Bid Form regarding the electronic Bid Worksheet.
 - B. Acknowledge all Addenda in the Bid Form.
 - C. Provide Bid Security in accordance with Section 9 of the "Instructions to Bidders".
 - D. Complete and provide all required forms and certifications as listed in Section 10 of the "Bid Form".
- 15.2 A Bid shall be submitted electronically no later than the date and time indicated in the "Advertisement for Bids".
- 15.3 Other Bid submittal requirements:
- A. The burden of submitting a bid prior to the deadline is the sole responsibility of the Contractor.
 - B. Documents uploaded to the electronic bidding site are to be single documents of the item requested. Include the title of the document in the document name. PDF format is preferred.

16.0 MODIFICATION AND WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and re-submitted electronically where Bids are to be submitted at any time prior to the time of opening of Bids, as called for in the Advertisement for Bids. No BIDDER may withdraw their Bid for a period as specified in the Invitation for Bids after the date and hour set for the opening declared therein.

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17.0 OPENING OF BIDS.

Bids will be opened at the time and place set for the opening as indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly via a Teams Meeting (link provided on Morrison-Maierle's QuestCDN website, under "Project Bid Received By & Opening Information"). An abstract of the amounts of the base Bids and major alternates (if any), will be made available to BIDDERS within two weeks after the opening of Bids.

18.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All bids will remain subject to acceptance for sixty days (60) after the day of the Bid Opening, but the OWNER may, in its sole discretion, release any Bid, and return the Bid Security prior to that date.

19.0 AWARD OF CONTRACT.

- 19.1 OWNER reserves the right to reject any and all Bids, including without limitations, nonconforming, non-responsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any BIDDER. OWNER may also reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER. OWNER also reserves the right to waive all informalities not involving price, time or change in the Work and to negotiate contract terms with any BIDDER.
- 19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.3 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The Owner will consider Bids irregular, and intends to reject them for any of the following substantial reasons:
- A. Bid Proposal not received prior to the specified deadline.
 - B. Unsigned Bid Proposals.
 - C. Bid Proposals which have items omitted by the Bidder.
 - D. Post Bid monetary modification of Bid Proposals due to provable mistakes of fact.
 - E. Post bid refusal to submit to specified bidding requirements, such as: MBE requirements, Subcontractor listing, etc.
 - F. Altering a Bid as to specified time of commencement or completion of Work.
 - G. Bid Proposal not accompanied by a security of character indicated or of an amount less than indicated.
 - H. If the Bid Proposal is on a form other than that furnished by the Owner, or if the form is altered.
 - I. If there are unauthorized additions, conditional, or alternate Bids, or discrepancies of any kind which may tend to make the Bid Proposal incomplete,

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indefinite, or ambiguous as to its meaning.

- J. If the Bidder adds any provisions, reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.
- K. If the Bid Proposal does not contain a unit price for each pay item listed.
- L. If the Bid Proposal contains any erasure or alteration of written words not initialed in ink by the Bidder.
- M. Submitting more than one Bid.
- N. Failure to submit a bid on all schedules and alternates.
- O. Failure to provide proof of registration in SAM within a reasonable time after Owner's request.

The Owner will consider Bids informal, but does not intend to reject them for the following minor reasons:

- A. Omission of dates when signed, or title of person signing.
 - B. Failure to acknowledge an addendum, which does not affect quantity, quality, time, or price.
 - C. Unit price Bid Proposals that include reconcilable arithmetic errors may be corrected if it does not change the unit price.
 - D. Lump sum Bid Proposals which include reconcilable arithmetic errors may be corrected, if it does not change the amount on which the award will be based.
- 19.4 In evaluating Bidders, Owner may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. The Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 19.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other individuals or entities to perform Work in accordance with the Contract Documents.
- 19.6 If the Contract is to be awarded, Owner will award to Bidder whose bid is in the best interests of the Project.
- 19.7 The award of contract will be to one CONTRACTOR and will be based on the lowest **Total** bid for the award options selected by the OWNER as required to meet available funding or other criteria.

20.0 CONTRACT SECURITY.

The successful BIDDER shall be required to furnish a contract performance bond, and a labor and materials payment bond, each in the amount of one hundred percent (100%) of the contract price as originally bid or subsequently modified. The surety company shall be authorized to do business in the State of Wyoming. The cost of the bonds shall be included in the Contractor's Bid Proposal. When the successful BIDDER delivers the executed

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00100 – INSTRUCTIONS TO BIDDERS

Agreement to the OWNER, it must be accompanied by the required Construction Performance Bond and Construction Payment Bond on the forms included in this Project Manual. No exceptions will be made.

21.0 INSURANCE CERTIFICATES.

The successful BIDDER shall be required to furnish, with the executed Agreement, Insurance Certificates called for in the Supplementary Conditions.

22.0 UNEMPLOYMENT AND WORKERS' COMPENSATION INSURANCE

The successful BIDDER and all its subcontractors shall be required to furnish proof of registration with the Employment Security Commission and the Workers' Compensation Division as required by Wyoming Statutes, before a Notice to Proceed will be issued.

A current letter obtained directly from the Employment Security Commission and the Workers' Compensation Division shall be submitted as evidence of compliance with this requirement. Proof that the successful BIDDER and all Subcontractors are still registered at the time of completion of construction shall be submitted prior to Final Acceptance of the Project.

23.0 SIGNING OF AGREEMENT.

When the 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 ten (10) days thereafter the CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to the OWNER. Within ten days thereafter, the OWNER shall deliver one fully signed counterpart to the CONTRACTOR and ENGINEER. No contract shall be considered as effective until it has been fully executed by all parties.

If the BIDDER to whom the Notice of Award is given does not properly execute the Agreement within the time allowed, the OWNER may withdraw the Notice of Award.

Following the execution of the Contract by the OWNER and the CONTRACTOR, written Notice to Proceed with the Work shall be given by the OWNER to the CONTRACTOR. The Contract Time will commence to run with the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the effective date of the Agreement.

24.0 PREBID CONFERENCE.

A **MANDATORY IN-PERSON** pre-bid conference for all Prime Bidders will be held at 10 AM, local time, on March 22, 2023 at the Sheridan County Public Meeting Room, 2nd Floor, New Addition of the Sheridan County Courthouse, 224 S. Main Street, Sheridan, WY 82801 (unless another location is stated in the Special Provisions). Representatives of OWNER and ENGINEER will be present to discuss the project. The ENGINEER will transmit to all prospective Bidders of record, such Addenda as the ENGINEER considers necessary in response to questions arising at the conference.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE
DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
SECTION 00100 – INSTRUCTIONS TO BIDDERS

25.0 SALES AND USE TAXES.

The CONTRACTOR must pay all State Sales and Use Tax on materials and equipment to be incorporated in the Work.

26.0 RETAINAGE.

Provisions concerning retainage are set forth in the Agreement.

27.0 STATE LAWS AND REGULATIONS.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

1. The Bidder's attention is directed to Wyoming Statutes Annotated, 1977 republished edition, as amended to date, except on federally funded projects, or when in conflict with any Federal statutes, rules or regulations:
 - a. Section 16-6-101, defining a resident contractor.
 - b. Section 16-6-102, providing a preference of not more than five percent (5%) to the lowest responsible resident (Wyoming) Bidder (resident bidder's bid is not more than 5% higher than the lowest non-resident's bid).
 - c. Section 16-6-103, limiting subcontractors to non-resident contractors by a successful resident Bidder to thirty percent (30%) of the work.
 - d. Section 16-6-104, requiring preferences to Wyoming labor whenever possible, and Wyoming materials whenever of equal quality.
 - e. Section 16-6-110, limiting the employment of labor to eight hours in any calendar day or forty hours in any one week unless overtime is paid at the rate of one and one half times the hourly rate.
 - f. Section 16-6-201 through 206, the "Wyoming Preference Act of 1971", relating to the requirements and failure to employ state employees on public construction contracts, and providing a penalty for violation.
2. The BIDDER's attention is directed to Wyoming Statute 27-4-410, which requires CONTRACTOR and all Subcontractors to maintain accurate records of employee names, occupations and wages paid to employees. These records shall be sent to the Deputy Commissioner of Labor: 122 West 25th Street; Herschler Building; Cheyenne, Wyoming 82002, no later than thirty days after each pay period. Failure to comply with this section may result in the OWNER suspending all further payments until compliance is achieved. Violation of this section is subject to criminal sanctions.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00100 – INSTRUCTIONS TO BIDDERS

28.0 FEDERAL REGULATIONS.

Bidders are advised that in addition to the proof of registration in the U.S. Government's System for Award Management (SAM) required at award, bidders will be required to provide proof of maintenance of said registration through the duration of the contract. Upon renewing the registration as required by SAM, proof of this renewal shall be provided to ENGINEER no later than thirty days after the renewal date.

END OF SECTION 00100

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00300 – BID FORM

Project Identification: SHERIDAN COUNTY – BROOKS STREET GREENSPACE

This Bid is submitted **electronically** to Sheridan County, Sheridan, WY.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the 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 Contract Price, and within the Contract Time indicated in this Bid, and in accordance with the other terms and conditions of the Contract Documents.
2. The BIDDER accepts all of the terms and conditions of the Advertisement for Bids, and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of the Bid Opening. The BIDDER will sign and submit the Agreement with the Construction Performance Bond and Payment Bond on the forms provided in this Project Manual, and other documents required by the Bidding Requirements, within fifteen days after the date of the OWNER'S Notice of Award.
3. In submitting this BID, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Bidding Documents, and of the following Addenda (receipt of all which is hereby acknowledged):

NUMBER

DATE

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, work site, locality, and all local conditions and Laws, Regulations, local laws or ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - (c) BIDDER has given the ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the ENGINEER is acceptable to the BIDDER.
 - (d) The BIDDER is a corporation or limited liability company and is registered with the Wyoming Secretary of State to do business in the State of Wyoming.
 - (e) 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, association, organization or corporation; the BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; the BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and the BIDDER has not sought, by collusion, to obtain for itself any advantage over any other BIDDER or over the OWNER.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00300 – BID FORM

4. The BIDDER agrees to perform all the Work described in the Contract Documents and on the following Bid Schedule. The Method of Measurement and Basis of Payment shall be as specified in Section 01150 and the Project Manual.
5. The BIDDER hereby agrees to accept an award of a contract for the Bid Schedules as determined under Section 00100, paragraph 19.
6. The BIDDER agrees that the unit prices shall govern in checking the bid, and should a discrepancy exist in the sum of extended prices and Total Amount of Bid after extensions are checked and corrections made, if any, the sum of extended prices shall be used in considering the award of this Contract.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE**DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS****SECTION 00300 – BID FORM**

7. Below is an example of the Bid Worksheet posted on the Online Bidding portion of the Morrison-Maierle QuestCDN website. Do Not fill out unit prices in this worksheet when submitting the signed Bid Form. Instead, enter unit prices on the Electronic Bid Worksheet posted on the website. After the bid opening the electronic Bid Worksheet submitted with the bid will be downloaded from QuestCDN and attached to the BIDDER'S signed bid form.

BID ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
01400.10	Quality Control Testing	LS	1		
01560.10	Construction Storm Water Control	LS	1		
02000.10	Mobilization	LS	1		
02020.10	Miscellaneous Additional Work	\$\$	\$50,000	\$50,000	\$50,000
02060.01	Temporary Traffic Control	LS	1		
02221.01	Imported Pipe Foundation Material	CY	50		
02440.10	Removal of Existing Surfacing, Features, Topsoil and Landscaping	LS	1		
02450.01	Unclassified Excavation	LS	1		
02450.02	Excavation Below Subgrade	CY	200		
02450.04	Subgrade Preparation	SY	1400		
02519.10	Crushed Aggregate Base Course - 6"	SY	1400		
02530.00	Solid Yellow Pavement Stripe	LF	280		
02540.12	Pre-formed Pedestrian Crossing Stripes	EA	14		
02540.20	Remove Existing Pre-Formed Crossing Stripes	EA	14		
02570.00	Adjust Existing Manholes/Street Fixtures	EA	7		
02600.00	Underground Utility Crossing & Identification	LS	1		
02605.30	Remove and Reset Sign	EA	2		
02710.00	Insulation Board	LF	65		
02714.012	12" RCP Storm Drain Pipe	LF	210		
02714.018	18" RCP Storm Drain Pipe	LF	10		
02714.40	Connect to Existing 18" Storm Drain Line	EA	1		
02720.00	Type A Storm Drain Inlet/ Catch Basin	EA	1		
02720.30	Type D Storm Drain Inlet/ Catch Basin	EA	3		
02720.60	Nyloplast Storm Drain Inlet / Catch Basin	EA	1		
02720.45	Existing Storm Drain Inlet Removal	EA	2		
02835.10	Segmental Retaining Wall System	LS	1		
02895.01	Engineering Fabric	SY	480		
03020.20	WYDOT Curb and Gutter Type A	LF	340		
03030.06	Concrete Sidewalk - 6"	SY	60		
03030.07	Colored Concrete Sidewalk - 6"	SY	40		
03030.10	ADA Detectable Warning Plate	EA	25		
03030.20	Concrete Fillet and Curb	SY	20		
03030.30	Concrete Double Gutter	SY	3		
03030.50	Concrete Commercial and Alley Approach	SY	110		
03030.64	Concrete Pathway - 4"	SY	30		
03030.65	Concrete Pathway - 5"	SY	470		
03030.66	Concrete Pathway - 6"	SY	120		
03030.70	Structural Concrete Stairway	SF	720		

SHERIDAN COUNTY – BROOKS STREET GREENSPACE**DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS****SECTION 00300 – BID FORM**

03040.06	Concrete Pavement - 6"	SY	430		
05521.10	Pedestrian Railing	LF	660		
05530.10	Steel Fence Railing	LF	50		
16010.01	Decorative Lighting System	LS	1		
17000.01	Heated Concrete System	LS	1		
129300.01	Trash Receptacle	EA	5		
129300.03	Bench With Back	EA	3		
129300.05	Standard Picnic Table	EA	3		
129300.06	Accessible Picnic Table	EA	1		
328400.01	Irrigation System	LS	1		
329300.01	Ornamental Grass and Perennials	EA	453		
329300.02	Shrubs	EA	256		
329300.03	Trees - 1-1/2" Caliper	EA	17		
329300.04	Trees - 2-1/2" Caliper	EA	3		
329300.05	Boulders	EA	28		
329300.06	Weed Barrier	SF	6750		
329300.07	Mulch	SF	6750		
329300.08	Imported Topsoil	SF	6750		
330000.00	Overhead Shade Structure	LS	1		
330010.00	Concrete Sculpture Base	EA	3		

TOTAL COST = _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00300 – BID FORM

8. The BIDDER understands that the OWNER reserves the right to reject any or all bids or to waive any informality or technicality in any proposal in the interest of the OWNER. If an award is made, it will be made to the lowest bidder that is determined qualified and responsible at the sole discretion of the OWNER.
9. BIDDER agrees that the Work **BROOKS STREET GREENSPACE** for SHERIDAN COUNTY, WYOMING, will be substantially complete in accordance with paragraph 3.1 of the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages, in the event of failure to complete the Work on time.
10. The following documents are attached to and made a condition of this bid:
- (a) Required Bid Security in the form of Bid Bond
 - i. For bids less than \$100,000, a certified check, cashier's check or draft drawn on a State or National Bank in the amount of five percent (5%) of the total bid may be utilized.
 - ii. For bids greater than \$100,000, a Bid Bond, prepared on the form provided in the Project Manual, issued by a Surety authorized to do business in the State of Wyoming and acceptable to the OWNER in the amount of five percent (5%) of the total bid must be utilized.
 - (b) BIDDER'S list of construction equipment with hourly rates, owned or rented, that will be used in the performance of the Work.
 - (c) BIDDER'S list of hourly labor rates for construction personnel that will be in place during the performance of the Work.
 - (d) Proof of BIDDER'S registration in the U.S. Government's System for Award Management (SAM) is not required as an attachment to this bid, but will be required before award, within 48 hours of OWNER'S request.
11. Communications concerning this Bid shall be addressed to:
- Contractor _____
- Address _____
- City/State/Zip _____
- Phone _____
- Fax _____
- E-mail _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00300 – BID FORM

12. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED ON _____, 20____

BY _____
Name (Individual, Partnership, Corporation, or Joint Venture)

(State of Residency)

BY _____
(Name of Person Authorized to Sign) (Signature and Printed)

(Title)

Corporate Seal (If Applicable)

Attest _____
(Secretary)

Business Address: _____

Phone No.: _____ Fax No. _____

License No.: _____

Email Address: _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00300 – BID FORM

ANTICIPATED SUBCONTRACTORS

1. Type of Work to be Sublet _____

Approximate Dollar Amount of Subcontract \$ _____
Probable Subcontractor _____
Address _____

2. Type of Work to be Sublet _____

Approximate Dollar Amount of Subcontract \$ _____
Probable Subcontractor _____
Address _____

3. Type of Work to be Sublet _____

Approximate Dollar Amount of Subcontract \$ _____
Probable Subcontractor _____
Address _____

Statement of Qualifications: The CONTRACTOR shall submit a statement of each subcontractor's qualifications and shall obtain written permission from the OWNER prior to the actual subletting or assignment of any portion of the contract as per Section 7.06 of the General Conditions.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00300 – BID FORM

PREVIOUS EXPERIENCE OF BIDDER

SIMILAR PROJECTS COMPLETED (List at least three applicable projects and two Segmental Retaining Wall projects)

1. DATE _____ VALUE _____

Name of Project, Address, Type of Improvement _____

Name/Phone of Owner _____

Name/Phone of Engineer _____

2. DATE _____ VALUE _____

Name of Project, Address, Type of Improvement _____

Name/Phone of Owner _____

Name/Phone of Engineer _____

3. DATE _____ VALUE _____

Name of Project, Address, Type of Improvement _____

Name/Phone of Owner _____

Name/Phone of Engineer _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00300 – BID FORM

4. DATE _____ VALUE _____

Name of Project, Address, Type of Improvement _____

Name/Phone of Owner _____

Name/Phone of Engineer _____

5. DATE _____ VALUE _____

Name of Project, Address, Type of Improvement _____

Name/Phone of Owner _____

Name/Phone of Engineer _____

SIMILAR PROJECTS UNDER CONTRACT

DATE _____ VALUE _____

Name of Project, Address, Type of Improvement _____

Name/Phone of Owner _____

Name/Phone of Engineer _____

END OF SECTION 00300

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

SECTION 00410 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as BIDDER, and _____ as Surety, are
hereby held and firmly bound unto SHERIDAN COUNTY, as OWNER, in the penal sum _____
_____ for payment of which, well and truly to be made, we
hereby jointly and severely bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the BIDDER has submitted to
SHERIDAN COUNTY a certain BID, attached hereto, and hereby made a part hereof, to enter into a
Contract in writing, for the construction of the **SHERIDAN COUNTY - BROOKS STREET
GREENSPACE PROJECT**.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted, and the BIDDER shall execute and deliver a Contract in the
Form of Contract attached hereto (properly completed in accordance with said BID), and
shall furnish a BOND for his or her faithful performance of said Contract, and furnish a
BOND for the payment of all persons performing labor or furnishing materials in connection
therewith, and shall in all other respects perform the agreement created by the acceptance
of said BID,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated. The Bond shall be
forfeited as liquidated damages, if the Bidder, upon the award of the Contract to them, fails to enter
into the Contract within 15 (fifteen) days after it is presented to them for that purpose, or fails to
proceed with the performance of the Contract.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and
its BOND shall be in no way impaired or affected by any extension of the time within which the
OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the BIDDER and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers.

Signed and sealed this _____ day of _____, 20_____.

_____(SEAL)
(BIDDER)

BY: _____
(Title)

BY: _____
(Attorney-in-Fact)

(Witness)

(Surety)

END OF SECTION 00410

SHERIDAN COUNTY – BROOKS STREET GREENSPACE
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00500 - AGREEMENT

THIS AGREEMENT is by and between the Sheridan County (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:

Sheridan County – Brooks Street Greenspace Project

ARTICLE 2. ENGINEER.

The Project has been designed by: Morrison-Maierle, Inc. who is hereinafter called ENGINEER, and who is to act as the OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion of the Work is to be completed within 160 calendar days from the issuance of the Notice to Proceed. A notice to proceed will be given on or after July 17, 2023 and Substantial Completion shall be reached no later than July 31, 2024. Final completion is to be reached within 14 days of Substantial Completion. A suspend work order can be issued at CONTRACTOR's request at the end of 2023 to break for the winter months, then shutdown until weather allows remaining work to resume in 2024. Final Payment will not be made until Final Completion is reached and all closeout documents acceptably submitted.

For the purposes of this project, Substantial Completion is defined as the time at which all pay items have been completed and the contractor is ready for final inspection of the project.

- 3.2 Liquidated Damages. The OWNER and CONTRACTOR recognize that time is of the essence of this Agreement, and that the 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 in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, the OWNER and CONTRACTOR agree that, as liquidated damages for delay, (but not as a penalty), the CONTRACTOR shall pay the OWNER \$ 500.00, for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion, until the Work is substantially complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the

SHERIDAN COUNTY – BROOKS STREET GREENSPACE
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00500 - AGREEMENT

OWNER, the CONTRACTOR shall pay the OWNER **\$500.00**, for each calendar day that expires after the time specified in paragraph 3.1 for final completion and readiness for final payment of all work.

ARTICLE 4. CONTRACT PRICE.

The OWNER shall pay the CONTRACTOR for completion of the Work, in accordance with the Contract Documents according to the Bid, which is attached as an Exhibit. The total awarded sum is \$_____. The total price can vary due to the actual quantities of the unit price items installed, or due to Change Orders. Measurement and payment for bid items shall be per section 01150 and the Project Manual.

ARTICLE 5. PAYMENT PROCEDURES.

The CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by the ENGINEER, as provided in the General Conditions.

- 5.1 Progress Payments. OWNER will make progress payments based on the CONTRACTOR'S Applications for Payment as prepared by CONTRACTOR and recommended by the ENGINEER, based on work completed through the 20th (twentieth) day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the unit price bid in the Unit Price Schedule for that item. The number of units completed shall be measured in accordance with Section 01150 of the Contract Documents. The schedule of values is provided for in Article 2 of the General Conditions and Section 01300 of Division 1, in accordance with W.S. 16-6-702. Payments will be made according to the General Conditions and the Supplementary Conditions to the General Conditions.
- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer determines or the OWNER may withhold, including but not limited to liquidated damages and withholdings in accordance with Paragraph 15.01 of the General Conditions. Retainage shall be withheld as follows:
 - 1. Ninety-five percent (95%) of the Work completed (with the balance being retainage) and
 - 2. Ninety-five percent (95%) of the materials and equipment not incorporated in the Work (with the balance being retainage).
- 5.1.2 Upon issuance of a Certificate of Substantial Completion, OWNER shall cause notice to be published in a newspaper of general circulation once a week for two consecutive weeks, and posted on the State of Wyoming's procurement website or the OWNER's official website. The notice shall set forth in substance that the OWNER has accepted the Work, or designated portion thereof, as substantially complete according to this Agreement and associated documents. Upon the 41st day after the notice was first published, the CONTRACTOR is entitled to payment of the retained amount, together with any other amount due under this Agreement, less any amount withheld for the portion of the Work that is incomplete or not completed in accordance with this Agreement and associated documents.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00500 – AGREEMENT

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions and Special Conditions 15.06 and the completion of all closeout paperwork, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in 15.06. Owner shall post the date of final completion for the work on the state procurement website or the Owner's official website.

ARTICLE 6. INTEREST.

All moneys not paid when due, as provided in Article 14 of the General Conditions, shall bear interest at a maximum rate allowed by law, not to exceed 1% per month.

ARTICLE 7. CONTRACTOR'S REPRESENTATIVES.

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

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to above as he or she deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has carefully reviewed and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he or she has discovered in the Contract Documents, and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00500 – AGREEMENT

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement.
- 8.2 Instructions to Bidders.
- 8.3 Performance Bond and Labor and Material Payment Bond.
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 General Conditions.
- 8.6 Supplementary Conditions.
- 8.7 Division 1, General Requirements.
- 8.8 Technical Specifications, as listed in the Table of Contents.
- 8.9 Supplementary Specifications.
- 8.10 Special Provisions.
- 8.11 Bid Items, Method of Measurement and Basis of Payment.
- 8.12 Drawings.
- 8.13 Addenda listed on the Bid forms.
- 8.14 CONTRACTOR'S executed Bid forms (including electronic bid worksheet submitted through the project bidding website).
- 8.15 Documentation submitted by CONTRACTOR and accepted by the ENGINEER prior to Notice of Award.
- 8.16 Any Modification, including Change Orders, duly delivered after execution of Agreement.
- 8.17 Any pertinent rights-of-way and easements for access as identified in the Supplemental Provisions.

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 Article 3 of the General Conditions.

The Contract Documents listed above are intended to be complementary and to describe and provide for a complete Work. The CONTRACTOR will not take advantage of an apparent error or omission in the plans and specifications. If the CONTRACTOR discovers such an error or omission, he or she

SHERIDAN COUNTY – BROOKS STREET GREENSPACE
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00500 – AGREEMENT

will immediately notify the ENGINEER. The ENGINEER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract Documents.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under, or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 The OWNER does not waive its sovereign immunity by entering into this Agreement, and specifically retains all immunities and defenses available to it as a sovereign pursuant to W.S. 1-39-104(a) and all other state laws.
- 9.5 Pursuant to the laws of the State of Wyoming, reference is hereby made to W.S. 15-1-113 which is made a part of this Agreement.
- 9.6 Resident Wyoming labor, workmen and mechanics shall be used upon work for the erection, construction, alteration or repair of any public building or other public structure or for making any addition thereto or for any public work or improvement, except other labors may be used when Wyoming labors may not be available for the employment from within the State or are not qualified to perform the work involved.
- 9.7 Wyoming materials and products of equal quality and desirability shall have preference over materials and products produced outside the State of Wyoming.

ARTICLE 10. OTHER PROVISIONS.

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

SHERIDAN COUNTY – BROOKS STREET GREENSPACE
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00500 – AGREEMENT

This Agreement is effective on the date of the last signature below.

SHERIDAN COUNTY, WY

CONTRACTOR _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Sheridan County

224 S. Main Street

Sheridan, WY 82801

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

END OF SECTION 00500

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

SECTION 00610 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called CONTRACTOR and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Sheridan County

(Name of Owner)

224 S. Main Street, Sheridan, WY 82801

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, if the CONTRACTOR 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 during the one year guaranty period, and if he or she 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, it shall 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 the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on the 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 that right of any beneficiary hereunder, whose claim may be unsatisfied.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

SECTION 00610 - PERFORMANCE BOND

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20____.

ATTEST:

Witness as to CONTRACTOR

(SEAL)

(Address)

CONTRACTOR
By: _____

(Address)

ATTEST:

Witness as to Surety

(SEAL)

(Address)

Surety
By: _____
Attorney-In-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners shall 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.

END OF SECTION 00610

SHERIDAN COUNTY – BROOKS STREET GREENSPACE
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00620 - LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called CONTRACTOR and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Sheridan County

(Name of Owner)

224 S. Main Street, Sheridan, WY 82801

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, (\$ _____) in lawful money
of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, if the CONTRACTOR shall promptly make payment 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, diesel, 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, it shall 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 the Work to be
performed thereunder or the specifications accompanying the same shall in any way affect its
obligation on the 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 that right of any beneficiary hereunder, whose claim may be unsatisfied.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

SECTION 00620 - LABOR AND MATERIALS PAYMENT BOND

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20____.

ATTEST:

_____	_____
Witness as to CONTRACTOR	By: _____

(SEAL)

_____	_____
(Address)	(Address)

ATTEST:

_____	_____
(Witness as to Surety)	By: _____
	(Attorney-In-Fact)

(SEAL)

_____	_____
(Address)	(Address)

NOTE: **Date of BOND must not be prior to date of Contract.** If CONTRACTOR is Partnership, all partners shall 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.

END OF SECTION 00620

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



Issued and Published Jointly by



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

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

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

has declined to address. A demand for money or services by a third party is not a Claim.

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

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

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

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

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

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

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

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

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

4.05 *Delays in Contractor's Progress*

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

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

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

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

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

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

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

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

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

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

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

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

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

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

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

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

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

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

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

11.05 *Change of Contract Times*

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

11.06 *Change Proposals*

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

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

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

11.07 *Execution of Change Orders*

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

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

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

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

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

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

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

13.01 Cost of the Work

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

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

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

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

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

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

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

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

13.02 Allowances

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

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

13.03 *Unit Price Work*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

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

15.01 Progress Payments

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

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

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

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

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

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

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

16.03 *Owner May Terminate For Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

SECTION 00810 – SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700, 2013 Edition (Section 00700). All provisions that are not so amended or supplemented remain in full force and effect.

SC-1.01 Defined Terms

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

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

Add the following language at the end of the definition of “Agreement”:

The definition of the word “Contract” is synonymous with the word “Agreement” and is used interchangeably in the Contract Documents.

Add the following language at the end of the definition of “Drawings”:

The definition of the word "plans" is synonymous with the word "drawings" and is used interchangeably in the Contract Documents.

Delete the definition of “Engineer” and use the following definition instead:

Engineer – Office of the City Engineer, or its agent.

Add the following language to the end of the definition entitled “Owner” of the General Conditions:

The Owner is a public entity defined in W.S. 16-6-101(a)(viii).

Delete the definition of “Substantial Completion” and replace it with the following language:

Substantial Completion - The time at which the Owner has determined that the construction of the Work is sufficiently complete in accordance with the contract and associated documents, all pay items have been completed, and the CONTRACTOR is ready for final inspection of the project.

SC-2.01 Delivery of Bonds and Evidence of Insurance

Delete paragraph 2.01.A in its entirety and insert the following in its place:

Engineer shall furnish to Contractor two (2) copies of the Agreement and other Contract Documents bound therewith. Contractor shall execute the Agreement, insert executed copies of the required Bonds and power of attorney and certificate of insurance and submit all copies to Owner. Owner shall execute all copies and return one copy to the Contractor, who shall promptly deliver one copy to its surety.

Delete paragraph 2.01.B in its entirety and insert the following in its place:

Before Owner will execute the Agreement, and before any Work at the Site is started, Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which Owner or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with Article 6.

Delete paragraph 2.01C in its entirety.

SC-2.02 Copies of Documents

Delete paragraph 2.02A and insert the following in its place:

OWNER shall furnish to CONTRACTOR up to three (3) printed copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, for the cost of reproduction.

SC-2.03 Before Starting Construction

Add the following paragraphs immediately after paragraph 2.03.A.3:

2.03.A.4. CONTRACTOR shall submit a list of construction equipment with hourly rates, owned or rented by the CONTRACTOR and all Subcontractors that will be used in the performance of the Work. The equipment list will include information necessary to confirm the hourly rates per Paragraph 13.01.B.5.c of the General Conditions and these Supplementary Conditions including: make, model, and year of manufacture, as well as the horsepower, capacity or weight, and accessories. These rates must comply with General Conditions 11 and 13, as amended by these Supplementary Conditions. These rates must be approved prior to beginning work.

2.03.A.5. Preliminary progress schedule shall be prepared in accordance with the General Conditions and the General Requirements. The progress schedule shall be CPM form or other acceptable format that shows estimated time for each work item and starting and completion dates for each part of the Work. The Schedule shall show the Critical Path for the work. Acceptance of these schedules and documents by either ENGINEER or OWNER will neither impose on ENGINEER or OWNER responsibility for the sequencing, scheduling or progress of the Work and will not interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefore.

SC-2.04 Preconstruction Conference, Designation of Authorized Representatives

Delete paragraph 2.04.B in its entirety and insert the following in its place:

- B. A list of supervisory and responsible-in-charge personnel working on the project shall be provided by the CONTRACTOR.

The CONTRACTOR shall also submit at least one name who will be the CONTRACTOR's representative to respond to emergency conditions. CONTRACTOR shall provide the ENGINEER with the representative's telephone number prior to commencement of construction.

SC-2.05 Initial Acceptance of Schedules

Delete the first two sentences of 2.05.A in its entirety and insert the following in their place:

Prior to the first application for payment, all schedules and documents identified in paragraph 2.05 shall be finalized and acceptable to the ENGINEER and OWNER. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER and OWNER.

Delete the first sentence of 2.05.A.1 in its entirety and insert the following in its place:

1. The Progress Schedule will be acceptable to Engineer if it is in CPM form or other format that provides an orderly progression of the Work to completion within the Contract Times.

SC-3.01 Intent:

Add the additional paragraphs to 3.01.A:

The Contractor shall not take advantage of an apparent error or omission in the Contract Documents and Plans/Drawings. If a discrepancy is discovered, the CONTRACTOR is to notify the ENGINEER for an interpretation and correction. The following will be a general order of precedence for conflict discrepancies, subject to final interpretation and correction by the Engineer based on the intent of the project:

1. Change Orders, Work Directives, and Field Orders (in order of issuance)
2. Addenda
3. Special Provisions
4. Method of Measurement and Basis of Payment
5. Plans and Drawings
6. Technical Specifications (included in the Project Manual)
7. City of Sheridan Standard Details (included in the Plans)
8. City of Sheridan Standard Specifications (included in the Project Manual)
9. City of Sheridan Standard Specifications (referenced in the Project Manual)
10. WYDOT Standard Plans (included in the Plans)
11. Electronic Files

Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

Delete paragraph 3.01.C in its entirety and insert the following in its place:

- C. If Drawings exist, each sheet will bear a general title matching the title on the cover of this document. These Drawings are a part of this contract.

SC-4.01 Commencement of Contract Times; Notice to Proceed

Delete the last sentence of paragraph 4.01.A.

SC-4.04 Progress Schedule

Delete paragraph 4.04.A.1. and insert the following in its place:

1. CONTRACTOR shall submit to ENGINEER with each application for payment an updated progress schedule reflecting the amount of work completed and adjustments to future work. Such adjustments will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified milestones and the Contract Time. No progress payment will be made to CONTRACTOR until the updated schedules are submitted to and acceptable to ENGINEER and OWNER. Review and acceptance of progress schedules by the ENGINEER will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work, nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefore. If the CONTRACTOR is behind schedule, he shall submit a plan for getting back on schedule.

Add the following sentence to the end of paragraph 4.04.B.:

The provisions of this paragraph do not limit the right of the OWNER to order additions, deletions or revisions in the Work per the General Conditions including additions, deletions or revisions to the Work affected by the disputes or disagreements.

SC-5.01 Availability of Lands

Delete paragraph 5.01.A in its entirety and insert the following in its place:

The CONTRACTOR shall confine his construction operations to the immediate vicinity of the location shown on the drawings, and shall use due care in placing construction tools, equipment, excavated materials, and materials to be installed, and supplies, so as to cause the least possible damage to property and interference with traffic and property, and to stay within the OWNER's property or easements obtained for the project.

If it is necessary or desirable that the CONTRACTOR use land outside of the OWNER's easement, the CONTRACTOR shall obtain consent from the OWNER and tenant of the land. The CONTRACTOR shall not enter for materials delivery or occupy for any other purpose with men, tools, equipment, construction materials, or with materials excavated from the site, any private property outside the designated construction easement boundaries without written permission from the landowner.

Add the following sentence to the end of paragraph 5.01.C:

If it is necessary or desirable that Contractor use land outside the Owner's easement or right-of-way for materials delivery, or occupy for any other purpose with men, tools, equipment, construction materials, or excavated materials, Contractor shall obtain written consent from the property owner and tenant of the land.

SC-5.03 Subsurface and Physical Conditions

Delete paragraph 5.03 in its entirety and insert the following in its place:

5.03.A Reports and/or Drawings

In preparation of the Drawings and Specifications, the ENGINEER relied upon the following reports and/or drawings of explorations and test of subsurface conditions at the site:

Geotechnical Reports by AET (See Special Provision)

Other documents used during the design include: None

5.03.B Reliance by Contractor on Reports and/or Drawings

Technical data on which the contractor may rely includes the general accuracy of soil logs of the borings and test pits, and the laboratory analyses of the materials, which identify hazardous materials at the specific location of boring or test pits. References made to groundwater levels and quantities of water are observations made at the time the field exploration was performed. These conditions are variable and subject to change.

The above documents can be viewed at the office of the ENGINEER. These reports and drawings were prepared and /or utilized for the purpose of Engineering Design and may not contain complete information necessary for the CONTRACTOR's purposes, including but not limited to any aspect of the means, methods, techniques, sequences or procedures of construction and safety precautions and programs incident thereto. CONTRACTOR may not rely upon or make any claim against the OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. Completeness of such reports and drawings for CONTRACTOR's purposes; or
2. Other data, interpretations, opinions, and information contained in such reports outside of the "technical data" identified above; or
3. Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any other data interpretations, opinions, or information.

SC-5.04 Differing Site Conditions

In the first sentence of paragraph 5.04.A – Notice by Contractor, delete the word "promptly" and insert the words "within 15 days".

Insert the following sentence at the end of paragraph 5.04.A – Notice by Contractor:

No claim for an adjustment in the Contract Price or Contract Times (or milestones) will be valid for differing subsurface or physical conditions if the procedures of paragraph 5.04.A are not followed.

SC-5.05 Underground Facilities

In the second sentence of paragraph 5.05.A – Contractor's Responsibilities, delete the words "Supplementary Conditions" and insert the words "Special Provisions".

Insert the following at the end of 5.05.A.2:

- e. Notify all owners of underground utilities and coordinate the Work with the owners of such underground utilities, within at least two, but not more than ten, working days prior to any excavation.

SC-5.06 Hazardous Environmental Conditions at Site

Delete paragraphs 5.06A and B in their entirety and insert the following in their place:

A. Reports and Drawings

In the preparation of the Drawings and Specifications, the Engineer or Engineer's Consultants relied upon the following reports and/or explorations and tests for hazardous materials:

None

B. Reliance by Contractor on Reports and/or Explorations and Tests for Hazardous Materials

Technical data on which the contractor may rely includes the general accuracy of soil logs of the borings and test pits, and the laboratory analyses of the materials, which identify hazardous materials at the specific location of boring or test pits. References made to groundwater levels and quantities of water are observations made at the time the field exploration was performed. These conditions are variable and subject to change.

The above documents can be viewed at the office of the ENGINEER. These reports and drawings were prepared and /or utilized for the purpose of Engineering Design and may not contain complete information necessary for the CONTRACTOR's purposes, including but not limited to any aspect of the means, methods, techniques, sequences or procedures of construction and safety precautions and programs incident thereto. **These reports and drawings are not part of the Contract Documents.** CONTRACTOR may not rely upon or make any claim against the OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. Completeness of such reports and drawings for CONTRACTOR's purposes; or
2. Other data, interpretations, opinions, and information contained in such reports outside of the "technical data" identified above; or
3. Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any other data interpretations, opinions, or information.

SC-6.02 Insurance – General Provisions

Delete paragraph 6.02.B in its entirety and insert the following in its place:

All insurance required by the Contract to be purchased and maintained by the Contractor shall be obtained from insurance companies that are duly licensed or authorized in the State of Wyoming to issue insurance policies and coverages. All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A or better.

In paragraph 6.02.C, delete the word "Owner" and replace it with "Engineer".

SC-6.03 Contractor's Insurance

Delete paragraph 6.03.F – Contractor's Pollution Liability Insurance in its entirety, as well as any language in Article 6 – Bonds and Insurance that requires procurement of Contractor's Pollution Liability Insurance.

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

The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law or regulations:

1. Workers' Compensation under paragraphs 6.03.A.1 and 6.03.A.2 of the General Conditions:

A.	State	Statutory
B.	Applicable Federal (e.g. Longshoreman's)	Statutory
C.	Employer's Liability	\$1,000,000
D.	Workers Compensation Insurance shall include an "All States" endorsement.	

2. Commercial General Liability under 6.03.B and 6.03.C of the General Conditions:

A.	GENERAL AGGREGATE	<u>\$2,000,000</u>
B.	Products – Completed Operations (Aggregate)	<u>\$2,000,000</u>
C.	Bodily Injury and Property Damage	
	<u>\$1,000,000</u>	Each Occurrence
	<u>\$2,000,000</u>	Annual Aggregate
D.	Coverage will Include:	
	1. Premises - Operations	
	2. Operations of Independent Contractors	
	3. Products and Completed Operations	
	4. Contractual	
	5. Personal Injury	
	6. Broad Form Property Damage will include explosion, collapse and underground coverages where applicable.	
E.	Commercial General Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or "umbrella" insurance. Primary occurrence limit cannot be less than \$2,000,000.	
F.	Include umbrella liability coverage for \$1,000,000 (may include with E above, if umbrella policy is used there).	
G.	Blanket contractual liability coverage shall provide for not less than the following limits:	
	\$1,000,000	Each Occurrence
	\$2,000,000	Annual Aggregate

3. Automobile Liability under 6.03.D (include "all owned", "hired" and "non-owned"):

Bodily Injury:

\$1,000,000

Each Person

\$1,000,000

Each Occurrence

Property Damage:

\$1,000,000

Each Occurrence

or a combined single limit of

\$1,000,000

4. Add a new paragraph at the end of paragraph 6.03.G as follows:

The CONTRACTOR'S insurance coverage shall name the OWNER, and ENGINEER and ENGINEER's Consultants as an additional insured under Commercial General Liability, Automobile Liability, Excess or Umbrella policies.

In addition to being named as an additional insured on the above policies the CONTRACTOR shall purchase and maintain a separate \$1,000,000 protective liability policy covering OWNER and ENGINEER.

SC-6.03.I General Provisions

Amend paragraph 6.03.I.3 by deleting the words "10 days" and replacing them with the words "45 days" and as so amended paragraph 6.03.I.3 remains in effect.

SC-6.04 Owner's Liability Insurance

Delete paragraph 6.04 in its entirety and insert the following in its place:

In addition to the insurance required to be provided by Contractor under paragraph 6.03, the CONTRACTOR shall obtain and pay the entire premium for Owners Protective Liability Coverage to protect the OWNER, ENGINEER, and ENGINEER'S Consultants for their liability against claims that may arise from operations under this Agreement.

SC-6.05 Property Insurance

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

- A. CONTRACTOR shall purchase and maintain property insurance upon the work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to

the Work, temporary buildings, falsework, materials and equipment, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and other perils 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 the fees and charges of engineers and architects);
4. cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and
5. be endorsed to allow occupancy and partial utilization of the Work by OWNER;
6. include testing and start-up; and
7. be maintained in effect throughout the life of the Agreement unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 45-days written notice to each other additional insured to whom a certificate of insurance has been issued.

SC-6.05.D Partial Occupancy or Use by Owner

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

- D. Partial Occupancy or Use by Owner: Owner may occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04. If Owner occupies or uses such Work, the builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

SC-6.06 Waiver of Rights

Delete paragraphs 6.06B and C in their entirety.

SC-7.02 Labor; Working Hours

Add the following language at the end of the last sentence of paragraph 7.02.B:

Regular working hours are defined as 7:00 AM to 5:30 PM. Owner's legal holidays are New Year's Day, President's Day, Memorial Day, July 4th Holiday, Labor Day, Thanksgiving and Christmas. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday or any

legal holiday. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.06 Concerning Subcontractors, Suppliers and Others

Add the following two new paragraphs after paragraph 7.06.O:

- P. It shall be specifically understood that not more than 50 percent of the work awarded under this one construction contract shall be subcontracted or otherwise sublet.
- Q. Any subcontractor or material man entitled to the protection of a bond or other form of guarantee approved by the OWNER under W.S. 16-6-112 shall give notice of his right to that protection to the prime CONTRACTOR under W.S. 16-6-121. Failure to give notice to a prime CONTRACTOR who has complied with subsections (e) and (f) of this article waives the subcontractor or material man's protection under the bond or guarantee.
 - (a) The notice shall be given no later than sixty (60) days after the date on which services or materials are first furnished.
 - (b) The notice shall be sent to the prime CONTRACTOR by certified mail or delivered to and receipted by the prime CONTRACTOR or his agent. Notice by certified mail is effective on the date the notice is mailed.
 - (c) The notice shall be in writing and shall state that it is a notice of a right to protection under the bond or guarantee. The notice shall be signed by the subcontractor or material man and shall include the following information.
 - (i) The subcontractor or material man's name, address and phone number and the name of a contact person;
 - (ii) The name and address of the subcontractor's or material man's vendor; and
 - (iii) The type or description of the materials or services provided.
 - (d) This section shall only apply where the prime CONTRACTOR's contract is for fifty thousand dollars (\$50,000) or more.
 - (e) The prime CONTRACTOR shall post on the construction site a prominent sign citing W.S. 16-6-121 and stating that any subcontractor or material man shall give notice to the prime CONTRACTOR of a right to protection under the bond or guarantee and that failure to provide this notice shall waive the subcontractor or material man's protection under the bond or guarantee.
 - (f) The OWNER or his agent shall provide written notice of the information required by this section in the project specifications.

Delete paragraph 7.06.D in its entirety and insert the following in its place:

The Bidder to whom the Contract may be awarded shall submit to OWNER and ENGINEER a list of all proposed subcontractors, manufacturers and suppliers of principal items of equipment and materials, as detailed herein, within 5 days after the day of the Bid Opening. The list shall identify all proposed Subcontractors and which items of work, or components of the project, on which that Subcontractor will work. CONTRACTOR shall submit to OWNER, upon request, a copy of all appropriate agreements between

CONTRACTOR and its Subcontractors. Said agreements are to be provided to OWNER, who assumes no responsibility for the form and content of subcontract agreements.

SC-7.08 Permits

Delete the first two sentences of paragraph 7.08.A and insert the following in their place:

Any necessary permits, licenses, agreements, insurance, and approvals required by any governmental agency for the performance of this Work shall be obtained by the Contractor at his own expense.

SC-7.12 Safety and Protection

Add the following new paragraph to the end of paragraph 7.12.A as follows:

4. Contractor shall notify all owners/operators of utility companies immediately of any damage. Such owners or operators shall determine the appropriate repair. If the damage results in a release of natural gas or other hazardous substances, or potentially endangers life, health or property, the Contractor shall immediately contact the utility owner/operator, call 911 and take immediate action to protect the public and property.

Add the following new paragraphs to the end of paragraph 7.12 as follows:

- H. It is expressly understood by the parties to this Agreement that the CONTRACTOR is solely responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the Work. The right of the OWNER and ENGINEER to observe or otherwise review the Work and operations shall not relieve the CONTRACTOR from any of his covenants and obligations hereunder. CONTRACTOR shall incorporate all safety requirements into his construction progress and work schedules including preconstruction and scheduled safety meetings, posted safety rules, tailgate meetings, and site inspections by safety and other inspectors employed by the CONTRACTOR.

The CONTRACTOR shall be responsible for and shall take necessary precautions and provide all material and equipment to protect, shore, brace, support and maintain all underground pipes, conduits, drains, sewers, water mains, gas mains, cables, etc., and other underground construction uncovered in the proximity, or otherwise affected by the construction work performed by him or her. All pavement, surfacing, driveways, curbs, walks, buildings, grass areas, trees, utility poles or guy wires damaged by the CONTRACTOR's operations in the performance of this work shall be repaired and/or replaced to the satisfaction of the OWNER, ENGINEER, and affected property owner at the CONTRACTOR's expense. The CONTRACTOR shall also be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to and from the work or any part of site thereof; whether by the CONTRACTOR or the subcontractors. The CONTRACTOR shall make satisfactory and acceptable arrangements with owner of, or the agency or authority

having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

The CONTRACTOR shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the CONTRACTOR shall obtain approval from the governing party and shall, at his own expense, provide and maintain suitable and safe bridges, detours, and other temporary expedients for the accommodation of public and private drives before interfering with them. The provisions for temporary expedients will not be required when the CONTRACTOR has obtained permission from the owner and tenant of the private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

Safety provisions must be entirely adequate and meet with City or State and Federal regulations to protect the public on these streets and roads.

- I. The CONTRACTOR shall install where necessary in his work bracing to resist wind or other loads. The CONTRACTOR shall perform the work with the explicit understanding that the design of the Project is based on all parts of the work having been completed; therefore, each part of the work shall be constructed accordingly.

Temporary items such as, but not limited to, scaffolding, staging, lifting and hoisting devices, shoring, excavation barricades, and safety and construction procedures necessary to complete the project shall be the responsibility of the CONTRACTOR and its subcontractors, and shall comply with all applicable codes and regulations. Wyoming Occupational Health and Safety Rules and Regulations shall be complied with in their entirety. It shall not be the responsibility of the OWNER or ENGINEER to determine if the CONTRACTOR, subcontractors or their representatives are in compliance with the aforementioned regulations.

SC-7.18 Indemnification

Add a new paragraph immediately after paragraph 7.18.A which reads as follows:

It is expressly understood and agreed that while OWNER and ENGINEER may have the right under this Contract to observe or otherwise review the work, progress and operations of the CONTRACTOR, it is expressly understood and agreed that such observation shall not relieve the CONTRACTOR from any of its covenants and obligations hereunder. The CONTRACTOR shall be solely responsible and save the OWNER and ENGINEER and their consultants, agents and employees harmless from all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, observing safety standards or regulations, or otherwise. This indemnification would include the use of unsafe or unacceptable materials in the construction or completion of the project, or the CONTRACTOR's failure to comply with any law, ordinance, or regulation, even though such act, omission, or work was done under the direct or indirect review of, or was observed by the OWNER or ENGINEER.

Add the following language at the end of paragraph 7.18.B:

Nor shall the CONTRACTOR'S obligations under Section 7.18 be in any way limited by any insurance coverage which the CONTRACTOR may have or which may insure to his benefit.

Add the following language at the end of paragraph 7.18.C:

If legal action shall be commenced to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to reasonable costs incurred as allowed by Wyoming law.

SC-9.02 Replacement of Engineer

Add the following sentence to the end of paragraph 9.02.A:

Work shall stop and will not be resumed until the new ENGINEER is on site.

SC-10.03 Project Representative

Add a new paragraph after paragraph 10.03.A as follows:

B. The Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative (RPR) to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work. The RPR is the Engineer's Agent at the site and will act as directed by and under the supervision of the Engineer. RPR's dealings in matters pertaining to the CONTRACTOR's work in progress shall in general be with ENGINEER and CONTRACTOR, keeping the OWNER informed as necessary. RPR's dealings with subcontractors shall be through or with the full knowledge and approval of the CONTRACTOR.

RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the General Conditions.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's Work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the activities or operations of OWNER or CONTRACTOR.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawings or Samples submittals from anyone other than the CONTRACTOR.
8. Authorize OWNER to occupy the Project in whole or part.

RPR may do the following:

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning acceptability.
2. Conferences and Meetings. Attend meetings with the CONTRACTOR, such as Pre-Construction Conference, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison. Serve as the ENGINEER'S liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent, and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as the OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations. Assist in obtaining, from the OWNER, additional details or information, when required, for proper execution of the Work.
4. Communications with Subcontractors. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
5. Shop Drawings. Receive and keep record of Shop Drawings, submittals and samples. Advise ENGINEER and CONTRACTOR of Work that may be commencing that does not have approved submittals.
6. Review of Work, Rejection of Defective Work, Inspections and Tests.
 - a. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b. Report to the ENGINEER whenever the 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 the ENGINEER of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.
7. Interpretation of Contract Documents. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed; transmit to the CONTRACTOR clarifications and interpretations as issued by the ENGINEER.
8. Modifications. Consider and evaluate the CONTRACTOR's suggestions for modifications in Drawings or Specifications, and report with RPR's recommendations

to the ENGINEER. Transmit to the CONTRACTOR decisions issued by the ENGINEER.

9. Records.

- a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, re-productions of original Contract Documents, including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording the 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 the ENGINEER.

10. Reports.

- a. Furnish the ENGINEER periodic reports, as required, on progress of the Work and of the CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the ENGINEER, in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from the CONTRACTOR and recommend to the ENGINEER Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to the ENGINEER and OWNER, upon the occurrence of any accident.

11. Payment Requests. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission, and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site, but not incorporated in the Work.

12. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operating manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarded to the OWNER prior to final payment for the Work.

13. Completion:

- a. Before the ENGINEER issues a Certificate of Substantial Completion, submit to the CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of the ENGINEER, OWNER, and CONTRACTOR, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on a final list have been completed or corrected, and make recommendations to the ENGINEER concerning acceptance.

SC-11.01 Amending and Supplementing Contract Documents

Add the following paragraph at the end of paragraph 11.01 which reads as follows:

- B. A Change Order or Written Amendment, when executed, constitutes a modification to the Agreement, and all provisions of the Agreement, except as modified by Written Amendment or Change Order, shall apply to said documents. The CONTRACTOR accepts a Written Amendment or Change Order as full compensation, both time and cost for the additional work and any delays caused thereby.

SC-11.05 Change in Contract Time

Add a new paragraph immediately after paragraph 11.05.B. to read as follows:

- C. The CONTRACTOR shall schedule the work to be completed within the Contract Time stipulated in the Agreement including an allowance for time lost due to rain, snow, cold weather or other natural phenomenon. A natural phenomenon is defined as a weather event that prohibits work from progressing in a satisfactory manner. Such events will not constitute justification for an extension of the contract time unless agreed upon by the engineer during the event, and the total of time lost to such events exceeds 5% of the contract time.

SC-11.09 Liquidated Damages

Add the following new paragraph as paragraph 11.09:

11.09 Liquidated Damages

Provisions for liquidated damages are set forth in the Agreement. The liquidated damages identified therein include, among the other costs to the OWNER, an amount for maintaining the necessary engineering forces engaged beyond the time identified in the Agreement for Substantial Completion. The liquidated damages will be deducted from the CONTRACTOR's progress estimates and/or final payment and the engineering fees shall be paid by the OWNER to the ENGINEER from the monies withheld.

SC-12.01 Claims

Delete paragraph 12.01.D – Mediation in entirety and insert the following in its place:

- D. Final Resolution
Should the Claims process described above be unsuccessful in resolving the claim, the methods and procedures described in Article 17 – Final Resolution of Disputes shall be followed.

Add new paragraphs at the end of paragraph 12.01 which read as follows:

- H. The CONTRACTOR agrees to make no claim for damages for delay in the performance of this contract caused by any act or failure to act by the OWNER, ENGINEER or designated agents or representatives, whether such delays are

avoidable or unavoidable, where the CONTRACTOR agrees that such delay can be solely and fully compensated for by an extension of time to complete performance of the work as provided herein. This includes any delays attributable to actions or lack of action by utility owners to locate or move their utilities.

If the CONTRACTOR makes a claim for additional time, he shall demonstrate to the satisfaction of the ENGINEER how the delay impacted the Critical Path.

- I. Any claim for an increase or decrease in the Contract Price originated by a Subcontractor shall be evaluated by the CONTRACTOR. The CONTRACTOR shall determine the validity of said claim, and if the CONTRACTOR determines that said claim is valid, the CONTRACTOR shall so state in writing to the OWNER in accordance with all the requirements of the General Conditions.

SC-13.01 Cost of the Work

Delete paragraph 13.01.B.5.c in its entirety and insert the following in its place:

13.01.B.5.c The cost for the use of all construction equipment and machinery and parts thereof whether owned by the CONTRACTOR or rented from others. The cost shall be calculated as follows, and will include the costs of transportation, loading, unloading, assembly, dismantling and removal thereof for equipment involved only in the changed portion of the work covered under the cost of the Work method. Transportation, loading and assembly costs will not be included for equipment already on the site which is being used for other portions of the Work. The cost of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work. Hourly equipment and machinery rates shall be calculated from the latest edition of the Rental Rate Blue Book for Construction Equipment, and the Equipment List submitted according to SC-2.03, and as follows:

1. For working equipment, the hourly rate shall be the monthly rental rate divided by 176 hours per month plus the hourly operating cost.
2. For equipment on standby, the hourly rate shall be 50% of the monthly rental rate divided by 176 hours per month, and the hourly operating cost shall not be applied.
3. For specialized equipment rented for a short duration used for change order work or additional work not part of the scope of work bid, the equipment rental rates will be negotiated prior to the work being performed.
4. Equipment and machinery rates shall be provided and approved prior to commencing work. Blue Book rates shall apply without CONTRACTOR fee, per the General Conditions.

Add a new paragraph immediately after paragraph 13.01.B.5,i to read as follows:

13.01.B.5.j. For Force Account work (if any), if requested to be performed a time-and-materials basis by the ENGINEER, it shall be performed using the approved rates for labor and equipment.

SC-13.03 Unit Price Work

Delete paragraph 13.03.E.1 and 2 in their entirety and insert the following in their places:

1. The quantity of a particular item of Unit Price Work, if considered to be a Major Item of Work, performed by CONTRACTOR differs by more than 25% from the estimated quantity of such item indicated in the Agreement.

SC-15.01.B Applications for Payments

Add the following new sentences to the end of paragraph 15.01.B.3:

Retainage may be used by the Owner to offset costs for any of the losses enumerated in paragraphs 15.01.C.6, 15.01.E, or 16.02. In addition, retainage may be used by the Owner to protect against loss from failure by the Contractor to complete necessary work and to offset any liquidated damages due Owner.

Add the following new paragraphs to paragraph 15.01.B. as subsections 4, 5 and 6:

4. Each application for progress payment shall be accompanied by the CONTRACTOR's updated Progress Schedule in accordance with Articles GC 4.04 and SC 4.04, shop drawing schedule, procurement schedule, and other data specified herein or reasonably required by Owner or Engineer. The OWNER reserves the right to require submission of monthly certified payrolls from the CONTRACTOR.
5. The CONTRACTOR shall make his books and records relating to the items used for the determination of billings available for review by the Legislative Auditor and OWNER or his representatives. After resolution of any billing dispute where OWNER is due a refund, such refund shall be made to OWNER including interest. Interest shall be compounded monthly.
6. If the CONTRACTOR desires to receive payment for materials in storage for any assembly or lump sum bid item, the CONTRACTOR shall provide a breakout of all materials and their actual costs for that item. This breakout shall be in spreadsheet or database form showing "period" and "to date" totals of materials in storage and materials incorporated into work. The CONTRACTOR shall attach invoices relating to the breakout to verify all materials being requested for payment under that item.

Add the following language at the end of paragraph 15.01.B.1:

Payments for materials in storage shall be based only upon the actual cost of the materials and equipment to CONTRACTOR and shall not include any overhead or profit. Bill of Sale, invoice or other document warranting clear title for materials in storage will be waived for the material in storage included in the first progress payment application. However, proof of payment and clear title must be submitted with Application No. 2 for all material included in Application No. 1. Without such documentation amounts paid for materials in storage will be deducted from subsequent payments. Beginning with the second application, all requests for payment for materials in storage shall be accompanied by Bill of Sale, invoice or other document warranting clear title as required above.

SC-15.01.D Payment Becomes Due

Delete paragraph 15.01.D.1 in its entirety and insert the following in its place:

The OWNER will, upon presentation to him or her of the CONTRACTOR's Application for Payment with ENGINEER's recommendation and OWNER's approval of said application, pay the CONTRACTOR the amount approved for payment by the OWNER within thirty (30) days following approval and acceptance of said Application for Payment, subject to retainage provisions as identified in the Agreement Form.

SC-15.02 Contractor's Warranty of Title

Add the following language at the end of paragraph 15.02.A:

Neither recommendation of any progress payment by ENGINEER nor payment by the OWNER to CONTRACTOR, nor any use or occupancy of the Work or any part thereof, will release the CONTRACTOR from complying with the Contract Documents. Specifically, the CONTRACTOR shall maintain in accordance with Article 6, property insurance on all Work, materials, and equipment whether incorporated in the project or not and whether included in an application for payment or not, for the full insurable value thereof. Passing title to OWNER for materials and equipment included in an application for payment does not relieve the CONTRACTOR of the CONTRACTOR's obligation to provide insurance (including property insurance), as required in Article 6 of the General Conditions and these Supplementary Conditions. All insurance shall remain in effect as provided in Article 6.

SC-15.03 Substantial Completion

Delete paragraph 15.03.C in its entirety and insert the following in its place:

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. If Owner determines that the Work is substantially complete, it shall issue a Certificate of Substantial Completion. Upon issuance of a Certificate of Substantial Completion, the Owner shall cause notice to be published in a newspaper of general circulation, published nearest the point at which the Work is being carried on, once a week for two (2) consecutive weeks, and posted on the State of Wyoming's procurement website or the Owner's official website. The notice shall set forth in substance that the Owner has accepted the Work, or designated portion thereof, as substantially complete according to the Contract and associated documents, and that the Contractor is entitled to payment of any amount retained by the Owner, together with any other amount due under the Contract, less any amount withheld for the portion of the Work that is incomplete or not completed in accordance with the Contract and associated documents. Payment shall be made on the 41st day after the notice was first published. Notwithstanding the previous sentence, no payment shall be made until the Contractor files with the Owner a sworn statement settling forth that all claims for material, supplies and labor performed under the Contract have been and are paid for the entire period of time for which the payment is to be made. If any claim for material, supplies or labor is disputed, the sworn

statement shall so state, and the amount claimed to be due the subcontractor or materialmen may be filed by the claimant as a claim against the Contractor's surety bond. Payment to the Contractor shall be paid without regard to any pending claims against the Contractor's surety bond unless the Owner has actual knowledge that the surety bond is deficient to settle known present claims, in which case an amount equal to the disputed claims may be withheld by the Owner.

SC-15.04 Partial Use or Occupancy

Delete paragraph 15.04.A.1 in its entirety and insert the following in its place:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner and Engineer will follow the procedures of Paragraph 15.03 for that part of the Work. Owner has the right to take possession of or use any completed or substantially completed portions of the work at any time, but such taking possession or use will not be deemed an acceptance of any work not completed in accordance with the Contract Documents. Owner's use of any facilities so identified in the Contract Documents will not be grounds for extension of the contract time or change in the contract price. Owner's use of any facilities not specifically identified in the Contract Documents will be in accordance with conditions agreed to prior to such use, and any extra costs or delays in completion incurred and properly claimed by the Contractor will be equitably adjusted with a Change Order. Facilities substantially completed in accordance with the Contract Documents which are occupied or used by Owner prior to substantial completion of the entire work will be done in accordance with General Conditions 15.03. Guarantee periods for accepted or substantially completed work including mechanical and electrical equipment will commence upon the start of continuous use by Owner. All tests and instruction of Owner's personnel must be satisfactorily completed, and Owner shall assume responsibility for and operation of all facilities occupied or used except as may arise through portions of work not yet completed by Contractor.

SC-15.05 Final Inspection

Insert the following sentence at the end of paragraph 15.05.A:

After Contractor has remedied all deficiencies to the satisfaction of the Engineer and delivered all construction records, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents (all as required by the Contract Documents), Owner and Contractor shall be promptly notified in writing by Engineer that the work is acceptable.

SC-15.06 Final Payment

Delete paragraph 15.06.D and insert the following in its place:

- D. The OWNER shall not be required to make final payment to the CONTRACTOR until such time as the provisions of Wyoming Statutes 16-6-116 and 16-6-117 have been fulfilled.
- All warranties and guarantees from the CONTRACTOR, Subcontractors, Suppliers, Manufacturers, etc., shall be delivered to the OWNER and be of acceptable form and content as determined by the OWNER before final payment is made. All closeout requirements and documents (see Sections 00500 and 01700) shall also be completed and/or provided to the ENGINEER in an acceptable form. If any deficiencies are found after completion of the punch list at the time of Final Completion (warranty items), these shall also be corrected.

SC-15.08 Correction Period

Add the following new paragraph at the end of paragraph 15.08.A:

Nothing in Article 15 of the General Conditions concerning the correction period shall establish a period of limitation with respect to any other obligation which Contractor has under the Contract Documents. The establishment of time periods relates only to the specific obligations of Contractor to correct the Work and has no relationship to the time within which Contractor's obligations under the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than to specifically correct the Work.

Add the following new paragraph as paragraph 15.08.F.

All costs incurred by the OWNER for the inspection and documentation of warranty repairs shall be the responsibility of the CONTRACTOR. Such costs shall include, but are not limited to all fees and charges of inspectors, testing and testing personnel, engineers, and other professionals as determined by the ENGINEER. The costs incurred shall be deducted from monies due the CONTRACTOR.

Prior to commencing warranty repair work, the CONTRACTOR shall provide submittals to the ENGINEER detailing repair procedures for each separate type of repair, if requested by the ENGINEER.

SC-16 SUSPENSION OF WORK AND TERMINATION

Delete paragraph 16.03 and insert the following in its place:

16.03 Owner May Terminate for Acts of God or OWNER's Convenience

1. Should an act of God result in substantial damage to all or a portion of the Work, or should the OWNER'S convenience necessitate termination, the OWNER shall have the option of terminating the Agreement. If the OWNER exercises the option to terminate, a Notice to Terminate so providing will be issued. Such Notice to

Terminate may provide for the CONTRACTOR to perform any work deemed by the OWNER as necessary to put the project in satisfactory condition for the termination of all work. The CONTRACTOR shall be relieved of further responsibilities for damage to the Work (excluding materials not already incorporated into the Work) which responsibilities are specified in the General Conditions, and will not be required to perform any further Work on the project other than that specified in the Notice of Termination.

2. When the ENGINEER determines that the Work specified in the Notice of Termination has been completed, the ENGINEER shall accept the project, and immediately upon such acceptance, the CONTRACTOR will not be required to perform any further Work thereon, and shall be relieved of his responsibility for injuries to persons or property.
3. After acceptance of the Work pursuant to the General Conditions, the CONTRACTOR will be paid for the Work done prior to termination. The OWNER will determine the value of the partially completed Work as follows: The CONTRACTOR will be paid for all Work to the date of the Notice of Termination in accordance with the General Conditions. This amount shall be computed by determining the percentage of the total contract Work completed prior to termination and multiplying that percentage against the total contract amount. The amount to be paid shall not exceed the amounts previously paid or due the CONTRACTOR from the amounts retained. The CONTRACTOR shall not be entitled to his anticipated profits for the Work, which would have been performed, but for termination.
4. If the CONTRACTOR has placed an order, prior to such termination, for materials specially manufactured for the project, which materials are not suitable for use in other projects of the OWNER or sale to others in the ordinary course of the vendors' business, the CONTRACTOR will be paid the actual cost to the CONTRACTOR or the cancellation charges, if any, assessed by the vendor. The determination of whether the order shall be completed or canceled shall be made by the OWNER. Any material paid for shall become the property of the OWNER and the actual cost of the any further handling will be paid for by the OWNER.
5. No payment will be made to vendor for materials which have been damaged and are not acceptable for incorporation in the work in accordance with the requirements of the Agreement. The CONTRACTOR shall reimburse the OWNER for any amounts previously paid by the OWNER for such unacceptable material, and agrees that the OWNER may deduct the amount of such previous payments made by the OWNER from any monies due or which may become due the CONTRACTOR. If the OWNER has paid for acceptable materials not incorporated into the Work under the General Conditions, the OWNER will have the option of taking title to all or any portion of such materials or of receiving reimbursement from the CONTRACTOR for any amounts previously paid to the CONTRACTOR. The CONTRACTOR agrees to pay to the OWNER upon demand any amounts previously paid for such materials, and agrees that the OWNER may deduct the amount of such previous payments from any monies due or which become due the CONTRACTOR.

Add the following new paragraphs as 16.05, 16.06 and 16.07:

16.05 CONTRACTOR's Responsibility on Receipt of Notice of Termination.

On receipt of a notice of termination from the OWNER, whether for cause or convenience of the OWNER, the CONTRACTOR shall:

1. Stop all Work under the Agreement on the date of and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, equipment or services except as may be necessary for completion of such portions of the work expressly excluded under the Notice of Termination;
3. Cancel or terminate all orders of subcontracts to the extent that they relate to the performance of Work covered by the Notice of Termination; and,
4. Comply with all other requirements of the OWNER as may be specified in the Notice of Termination.

16.06. Subcontract Provision.

The CONTRACTOR shall insert in all subcontracts a provision that the Subcontractor shall stop all work on the date of or to the extent specified in a Notice of Termination from the OWNER and shall require the Subcontractors to insert the same provision in their subcontracts.

16.07. Duty To Notify Subcontractors.

The CONTRACTOR shall immediately, upon receipt, communicate any Notice of Termination issued by the OWNER to the affected Subcontractors and Sub-subcontractors.

SC-17 Final Resolution of Disputes

Delete paragraph 17.01 – Methods and Procedures and in its entirety and insert the following in its place:

17.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 12.01 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. If Owner or Contractor does not accept the action taken on a claim by the other party as stipulated in Paragraph 12.01.C, it shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of

termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, the action taken by the other party shall become final and binding 30 days after termination of mediation unless, within that time period, Owner or Contractor:

1. Agrees with the other party to submit the Claim to another dispute resolution process, or
2. Gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

D. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph 17.01.C.2 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred, and ENGINEER's action or denial shall become final and binding.

SC-18 Miscellaneous

Add the following new paragraph as 18.01.A.3:

3. The mailing address for giving notices to Contractor given in the Agreement is hereby designated as the place to which all notices, letters, and other communication to Contractor will be mailed or delivered. The mailing address for giving notices to Owner given in the Agreement is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. Either party may change the mailing address at any time by an instrument in writing delivered to the Engineer and to the other party.

END OF SECTION 00810

SHERIDAN COUNTY – BROOKS STREET GREENSPACE
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00900 – PROGRESSIVE RELEASE AND WAIVER OF LIEN

☐ Attached are Releases from all Second Tier Subcontractors and/or Suppliers used during this period.

☐ During the period noted below, neither Second Tier Subcontractors nor Suppliers were used on this project by our firm.

FOR PROGRESS THROUGH THE ____ DAY OF _____, 20__.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned in consideration of full payment, except for retainage of \$_____ for labor, materials, equipment use, and services of every kind furnished to or used in the performance of Contract No. _____ in construction of or improvements known as _____ and located on premises described as or located at _____ and for other good and valuable consideration does (do) certify that any and all liens and claims of liens to which undersigned may by law be entitled, are hereby waived and the right thereto relinquished and the undersigned does further certify that if any lien or claim of lien has heretofore been filed or recorded, the same is hereby released and discharged and does certify that all materials, labor, equipment rental and services furnished by the undersigned have been paid in full and the undersigned releases _____, **its Surety and the Owner**, of the above described premises from all liability and in any event the undersigned herewith indemnifies and holds harmless _____ of _____ and anyone standing in privity with it, including any lender of money.

EXECUTED THIS _____ day of _____, 20__.

By: _____

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, _____, personally appeared before me, a Notary Public in and for the said County and State, _____, known to me to be the person(s) described in and who executed the foregoing instrument and who is duly acknowledged to me that he (they) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary: _____

SEAL

My commission expires: _____

INSTRUCTIONS: Execute this Progressive Release and Waiver of Lien and mail to _____. We **MUST** receive the executed release before your next payment can be released. Also, attach your Second Tier Subcontractor's and/or Suppliers Lien Release(s) to this Progressive Release and mail all to the above address. If Second Tier Subcontractors and/or Suppliers were not used during this period, please check the designated box at the top of the page.

DIVISION 1

GENERAL REQUIREMENTS

*All Other Division 1 Specification
Sections Listed in the Table of
Contents, Not Included Herein, Are
Found in the City of Sheridan
Specifications for Street and Utility
Construction, 2016 Edition and Are
Included Herein by Reference*

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01060 – PERMITS

PART 1 - GENERAL

The CONTRACTOR shall be responsible for obtaining all permits and licenses, except as noted below, necessary for the completion of this Work. This refers to all permits that are required as of the date of the bid opening. Any costs associated with these permits shall be included as part of the Contract Price. No separate payment shall be made for compliance with permits.

The CONTRACTOR is to abide by all permit conditions of OWNER obtained permits, as well as his or her own permits. The OWNER will provide the CONTRACTOR copies of permits he or she obtains. The CONTRACTOR shall provide the ENGINEER copies of all permits he or she obtains.

The CONTRACTOR's superintendent, or the owner of the contracting company, shall be licensed through the City of Sheridan to perform utility construction as outlined in the Sheridan City Code, Section 7-11 and 7-12. The CONTRACTOR shall provide a copy of the license as part of the submittal process.

The following permits have been obtained by the OWNER:

1. None

The following permits are required to be obtained by the CONTRACTOR:

1. DEQ Stormwater Pollution Prevention Plan per Section 01560 (if required based upon disturbance area).
2. Erosion and Sediment Control Plan per Section 01560.
3. A City of Sheridan building permit will be required for this project. The plans and specifications have been submitted to the City of Sheridan for a preliminary plan review, however, it will be the responsibility for the Contractor to submit the plans and specifications to pull the official permit for the construction. Any costs, coordination, or inspections associated with the permit will be the responsibility of the Contractor and are incidental to the project bid items.

END OF SECTION 01060

PART 1 - GENERAL

1.01 SCOPE:

The Method of Measurement and Basis of Payment is described in Subsection 1.04 of this Section.

1.02 GENERAL:

The total bid price for each item of the Contract shall cover all Work shown in the Plans and required by the Specifications and other Contract Documents. All costs in connection with the Work, including furnishing all materials, equipment, supplies and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. No item that is required by the Contract Documents for the proper and successful completion of the Work will be paid for outside of or in addition to the prices submitted in the bid. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the CONTRACTOR and all costs in connection therewith shall be included in the prices bid.

All work completed under the Contract will be measured by the ENGINEER according to the United States Standard Measure. The method of measurement and computations to be used in determination of quantities of material furnished and of Work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown in the Plans or ordered in writing by the ENGINEER.

All items which are measured by the linear foot (LF), such as pipe culverts, water lines, sanitary sewers, storm drain or curb and gutter, will be measured parallel to the base or foundations upon which structures are placed, unless otherwise shown in the Plans. A station when used as a definition or term of measurement will be 100 linear feet measured horizontally, unless otherwise specified.

In computing volumes of excavation, the average end area method will be used, unless indicated otherwise.

The term gage, when used in connection with the measurement of plates, will mean U.S. Standard Gage. When reference is made to the measurements of galvanized sheets used in the manufacture of cribbing, the term "gage" will be as defined in AASHTO M36. When the term gage refers to corrugated steel pipe, it will be defined as specified in AASHTO M167, and when it refers to corrugated aluminum pipe it will be as defined in

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01150 - METHOD OF MEASUREMENT AND BASIS OF PAYMENT

AASHTO M197. When the term gage refers to the measurement of wire, it will mean the wire gage specified in AASHTO M32.

The term "ton", will mean the short ton consisting of 2,000 pounds avoirdupois.

All materials which are measured or proportioned by weight shall be weighed on accurate scales that have been approved by the appropriate state agency.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and accepted as to quantity at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the ENGINEER, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their struck capacity.

At the request of the CONTRACTOR and with written approval of the ENGINEER, material specified to be measured by the cubic yard (CY) may be weighed, and such weights converted to cubic yards for payment purposes.

Materials specified to be measured by weight may, with written approval of the ENGINEER, be measured by volume and such volumes will be converted to weight for payment purposes. The factor for conversion from weight measurement to volume measurement will be determined by the ENGINEER and shall be agreed to by the CONTRACTOR before such method of measurement of pay quantities is used.

The term lump sum (LS), when used as an item of payment, will mean payment for the complete Work described in the Contract. No adjustment, other than approved changes, will be made in the lump sum payment for items designated to be paid by lump sum, even though the actual quantities may deviate from the estimated quantities shown in the Plans. Except as indicated otherwise in the Specifications, any adjustment in a lump sum payment due to approved changes that result in a significant change in the quantity of a lump sum item, will be based on agreed prices that are representative of the increased or decreased cost of the lump sum item.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will include all necessary fittings and accessories for a satisfactorily operable unit.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage or thickness, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

1.03 ESTIMATED QUANTITIES:

All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of Work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. The CONTRACTOR agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts herein, except as follows. Either the OWNER or the CONTRACTOR may request (in writing) that a supplemental agreement or Change Order be prepared to authorize an adjustment in the unit price of a Major Item of Work if the quantity of said contract item increases or decreases by more than 25 percent from that shown in the Contract Documents. See Special Provisions for Major Items of Work.

1.04 METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

Below is the method of measurement and basis of payment for each bid item on this project. These supersede and replace the method of measurement and basis of payment for bid items found in PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT of each Division 1, 2 and 3 specification sections in the City of Sheridan Standard Specifications, 2016 edition.

01040 SEQUENCE OF WORK SCHEDULE AND COORDINATION

This item is considered incidental to the other project bid items and shall not be paid for separately.

01050 CONSTRUCTION STAKING

All construction staking is considered incidental to the other project bid items and shall not be paid for separately.

01400.10 QUALITY CONTROL TESTING

This item shall be measured as a percentage of the contract completed and will be paid as a lump sum. This lump sum price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete this item.

01560.10 CONSTRUCTION STORM WATER CONTROL

This item shall be paid for as a lump sum (LS) according to the following: 25 percent of the lump sum price for Construction Storm Water Control on the first monthly progress payment; additional monthly progress payments will be prorated, based on the total project work actually performed as compared to the total original project cost. The total

lump sum payment will not exceed the original lump sum bid price. Adjustments will only be made for significant added work.

This lump sum price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete this item.

02000.10 MOBILIZATION

Unless stated otherwise in the Special Provisions, the following table will be used to make partial payments for Mobilization in the project periodic Progress Payments.

COLUMN 1	COLUMN 2
Percentage of Original Contract Amount	Percentage of Lump Sum Price for Mobilization
EARNED	TO BE PAID
0	5*
5	25
25	40
50	60
75	80
100	100

* For 5% of the mobilization line item to be paid, prior to any work being completed, the CONTRACTOR shall make a formal request to the OWNER in writing after the Notice to Proceed has been issued.

02020.10 MISCELLANEOUS ADDITIONAL WORK

This item shall be measured based on approved Work Change Directives prepared by the ENGINEER in accordance with Article 11 of the General Conditions – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK. Payment for additional work will be made in accordance with the allowable adjustments in Contract Price as defined in Article 13 of the General Conditions - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.

02060.01 TEMPORARY TRAFFIC CONTROL

This item shall be measured on a Lump Sum (LS) basis for the furnishing, installation and maintenance of all signing and flagging necessary to safely and efficiently control traffic and pedestrians in and around the work area.

Payment shall include full compensation for furnishing all temporary traffic control plan submittals, materials, labor, equipment, flaggers, signs, sign lettering, transportation and maintenance of all signs; and furnishing, placing, maintenance and all other incidentals necessary for temporary traffic control.

02110 CLEARING AND GRUBBING

All clearing and grubbing is considered incidental to the other project bid items and shall not be paid for separately.

02221.01 IMPORTED PIPE FOUNDATION MATERIAL

This item shall be measured by the number of cubic yards (CY) of imported pipe foundation material furnished, placed, and compacted, with the maximum trench width below the pipe measured for payment to be two feet plus the outside diameter of the pipe as determined and directed by the ENGINEER.

Payment shall include furnishing all labor, equipment, excavation, hauling and disposing of rejected material; and furnishing, hauling, placing, compacting and all other incidentals necessary for the imported pipe foundation material.

02228 FLOWABLE FILL

All flowable fill is considered incidental to the other project bid items and shall not be paid for separately.

02290 WATERING

All watering is considered incidental to the other project bid items and shall not be paid for separately.

02401 DEWATERING

No additional payment shall be made for any dewatering or similar construction controls required for the project. All payment for this work shall be considered a part of the unit price for any item for which it is incidental.

02440.10 REMOVAL OF EXISTING SURFACING, FEATURES, TOPSOIL AND LANDSCAPING

This item shall be measured on a Lump Sum (LS) basis for the area where existing surfacing, features, topsoil and landscaping is acceptably removed.

This item shall be paid for at the contract lump sum price, which price and payment shall constitute full payment for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete this item, including saw cutting, removal, hauling, stockpiling and disposal of all existing surfacing, topsoil, features, and landscaping materials, including: pavement, sidewalk, curb and gutter, valley gutter, curb return fillets, driveway or alley approaches, retaining walls & caps, stairways, topsoil, landscaping, and any items imbedded in these materials. A general description of items identified for removal is indicated on the plans. The total lump sum payment will not exceed the original lump sum bid price. Adjustments will only be made for significant added work.

02450.01 UNCLASSIFIED EXCAVATION

This item shall be measured on a lump sum (LS) basis. See plans for approximate raw cut/fill quantities which were generated by comparing the existing ground surface and final surface and do not account for material brought on-site to complete the various bid items. Shrink or swell was not accounted for. These values are estimates only; contractor shall make his own determination of both the on-site excavation and off-site export and/or import for bidding. No adjustments will be made to the lump sum bid price for this work.

This item shall be paid for at the contract lump sum price, which price and payment shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to accomplish all clearing and grubbing, general roadway/site excavations, including excavations to construct, shape and slope pathway, sidewalk, concrete pavement, curb and gutter, double gutter, driveway approach, curb turn fillet, retaining wall system, crushed base, heated concrete system, and site features to the proper elevations, according to the details and typical sections shown on the plans; to provide, place and compact the excavated material or suitable fill material with moisture density control in designated fill areas, final grading and shaping of the material to subgrade level, minor grading adjustments for final retaining wall layout (see retaining wall specifications 02835); to remove and to make satisfactory disposal of all unsuitable and surplus materials occurring within the limits of the work.

02450.02 EXCAVATION BELOW SUBGRADE

This item shall be measured by the number of cubic yards (CY) of excavation below subgrade as determined and directed by the ENGINEER.

Payment shall constitute full compensation for all labor, equipment, tools and incidentals necessary to complete the excavation and disposal of unstable material in embankment foundations and soft or unstable material in the subgrade and the cost of furnishing, delivering to the site, backfilling and compacting the excavated areas created by the removal of unstable material with engineering fabric and crushed aggregate base course.

02450.04 SUBGRADE PREPARATION

This item shall be measured by the number of square yards (SY) of subgrade preparation as shown in the Plans or as directed by ENGINEER. Areas include approaches, concrete pavement, curb fillets, curb and gutter, pathway, sidewalk, stairway, and double gutter. All other areas are considered incidental to the other project bid items and shall not be paid for separately.

Payment shall constitute full compensation for all labor, equipment, tools, materials and incidentals necessary to scarify, moisture condition and recompact the roadway subgrade to the Plan elevation, and for the filling in or cleaning of ditches and the re-establishment of drainage at designated locations.

02460 TOPSOIL STRIPPING AND REMOVAL

This is included and paid for under item 02440.10 REMOVAL OF EXISTING SURFACING, TOPSOIL AND LANDSCAPING.

02519.10 CRUSHED AGGREGATE BASE COURSE – 6”

This item shall be measured by the number of compacted square yards (SY) of crushed aggregate base course placed, based upon the neat lines defined in the Plans. Areas include approaches, concrete pavement, curb fillets, curb and gutter, pathway, sidewalk, stairway, and double gutter. All other areas are considered incidental to the other project bid items and shall not be paid for separately.

Payment shall constitute full compensation for all investigations, quality control testing to determine suitability for use, haul, placing, permits, water, compaction and all pit reclamation required. Price will also include all costs to cover labor, equipment, tools and incidentals to complete the work in accordance with the contract documents.

02530.00 SOLID YELLOW PAVEMENT STRIPE

This item shall be measured by the lineal foot (LF) of 4” solid single yellow pavement striping completed.

Payment shall include furnishing and installing the paint and reflective beads; and all other items, equipment, tools and labor necessary for the completion of this item.

02540.12 PRE-FORMED PEDESTRIAN CROSSING STRIPES

This item shall be measured by the each (EA) 12 ft x 18 in (at 6’ offsets) white pedestrian crossing stripe installed.

Payment shall include grinding pavement, furnishing and installing the markings and reflective beads; and all other items, equipment, templates, tools and labor necessary for the completion of this item.

02540.20 REMOVE EXISTING PRE-FORMED CROSSING STRIPES

This item shall be measured by the each (EA) of existing stripe removed.

Payment shall include grinding the existing marked surface; and all other items, equipment, tools and labor necessary for the completion of this item.

02570.00 ADJUST EXISTING MANHOLES/STREET FIXTURES

This item shall be measured for payment by each number (EA) of manholes/street fixtures adjusted either up or down, complete and in place.

Payment shall be made at the contract unit price bid for each (EA) manhole lid, water valve box, curb stop box, sewer cleanouts, water meter pits, utility vault lid, and other similar street fixtures adjusted to the correct elevation and shall constitute full compensation of all materials, adjusting rings, excavation, backfill, concrete (including collars and rebar), removal and disposal of existing concrete collars (where applicable), compaction, cleaning, labor, tools and incidentals necessary to complete each item.

02600.00 UNDERGROUND UTILITY CROSSING & IDENTIFICATION

This item shall be measured on a lump sum (LS) basis for:

- Underground utility or culvert/storm drain crossings encountered during installation of the buried utilities and proposed site features (including the lighting system, heated concrete system, irrigation system, landscape/enhancement features, retaining wall system, water mains, sanitary sewer mains, storm drain trunk lines and laterals, utility trenches, and other site features shown on the plans and details)
- Locating/potholing performed for each underground utility that may be in conflict with the installation of pipe or site feature on the Project, and complies with the following requirements. This pertains to qualifying utilities either shown in the Plans or marked by the utility owner during construction. Locating the utility shall include determining the buried utility's horizontal location, its elevation, its type, and providing this information to the ENGINEER.

Payment for this item at lump sum price shall constitute full compensation for:

- Production slowdown, costs to repair any utility damaged by the CONTRACTOR including materials, utility relocation costs to the utility company if relocation is requested by the CONTRACTOR, and other costs associated with the utility crossing, including excavation, shoring, supporting and protecting existing utility while crossing, backfill, compaction, flowable fill and associated work necessary to complete the item.
- Contacting of utility owners and their field marking of buried utilities, preserving these markings and documenting the location for future work, locating the utility including all excavation, shoring, dewatering, backfill, compaction and surface restoration, maintaining an open trench until the ENGINEER has had an opportunity to survey the buried utility that has been exposed, providing safe access to the work site for surveying of the buried utility by the ENGINEER, and providing a rodman to assist the ENGINEER with the surveying of the buried utility, repair of utilities damaged during the location process, and providing all labor, equipment, tools, materials and other incidentals necessary to satisfactorily complete this work.

02605.30 REMOVE AND RESET SIGN

This item shall be measured on a per each (EA) basis.

This item shall be paid for at the contract unit price bid, which price and payment shall constitute full payment for removal and protection of existing sign and new post with hardware materials designated in the Plans, for all excavation, backfill and compaction, and placement of new concrete, concrete blockouts, or concrete coring to install sign post, and for all labor and other work necessary or incidental for completion of the item. CONTRACTOR shall replace the existing sign with a new owner approved sign if any damage occurs to the existing sign.

02710.00 INSULATION BOARD

This item shall be measured by the lineal foot (LF) of 8 ft wide insulation board placed over the existing waterline.

Payment shall include furnishing and installing insulation board and all other items, equipment, tools and labor necessary for the completion of this item.

02714.012 12" RCP STORM DRAIN PIPE & 02714.018 18" RCP STORM DRAIN PIPE

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of lineal feet (LF) of 12" & 18" storm drain pipe furnished and installed as measured along the top centerline of the pipe through and up to the inside edge of all manholes or pipes to which the pipe is connected.

This item shall be paid for at the contract unit price bid, which price and payment shall constitute full payment for all trench excavation, imported pipe bedding material, backfill, compaction, shoring, dewatering, furnishing and installing material for trench plugs when required, furnishing and installing pipe and special transition fittings, capping/plugging future lines, connections to new manholes and new inlets; testing and all other work necessary or incidental for completion of the item.

02714.40 – CONNECT TO EXISTING 18" STORM DRAIN LINE

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of each (EA) connection made to an existing storm drain line.

This item shall be paid for at the contract unit price bid, which price and payment shall constitute full payment for all trench excavation, imported pipe bedding material, backfill, compaction, shoring, dewatering, furnishing and installing material for trench plugs when required, furnishing and installing pipe and special transition fittings, capping/plugging future lines, connections to new manholes and new inlets, and concrete collars; testing and all other work necessary or incidental for completion of the item.

02720.00 TYPE A STORM DRAIN INLET / CATCH BASIN &
02720.30 TYPE D STORM DRAIN INLET / CATCH BASIN

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of each (EA) storm drain inlets furnished and installed.

Payment will be made at the Contract Unit Bid price for each (EA) inlet furnished and installed, and will constitute full compensation for excavation, shoring, $\frac{3}{4}$ " washed gravel beneath the inlet, backfill, compaction, construction staking, grates, frames, adjustment to finished grade, haul, placing, grout, and dewatering. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

02720.60 NYLOPLAST STORM DRAIN INLET / CATCH BASIN

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of each (EA) storm drain inlets furnished and installed.

Payment will be made at the Contract Unit Bid price for each (EA) inlet furnished and installed, and will constitute full compensation for excavation, shoring, $\frac{3}{4}$ " washed gravel beneath the inlet, backfill, compaction, construction staking, grates, frames, piping, adjustment to finished grade, haul, placing, grout, concrete, dewatering, and all items as described in the detail. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

02720.45 EXISTING STORM DRAIN INLET REMOVAL

This item shall be measured on a per each (EA) basis.

This item shall be paid for at the contract unit price bid, which price and payment shall constitute full payment for removing and disposal of the inlets designated in the Plans, flowable fill backfill, labor, and all other work necessary or incidental for completion of the item.

02835.10 SEGMENTAL RETAINING WALL SYSTEM

This item shall be measured on a lump sum (LS) basis with the complete retaining wall system installed.

This item shall be paid for at the contract lump sum price, which price and payment shall constitute full compensation for design of the Segmental Retaining Wall System by a Contractor provided Professional Engineer licensed in the State of Wyoming, for the preparation, purchasing, transportation, and placement of the segmental retaining wall system as a complete system installed and for all equipment, materials, tools and labor and all other work necessary or incidental for completion of the item.

02895.01 – ENGINEERING FABRIC

This item shall be measured by the number of square yards (SY) of engineering fabric placed upon the neat lines defined in the plans (does not include overlapped sections). Areas include concrete pavement, curb fillets, curb and gutter, and double gutter as detailed on the plans. All other areas are considered incidental to the other project bid items and shall not be paid for separately.

Payment shall constitute full compensation for all haul, installation and placing. Price will also include all costs to cover materials, labor, equipment, tools and incidentals to complete the work in accordance with the contract documents.

03020.20 – WYDOT CURB AND GUTTER TYPE A

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of lineal feet (LF) of curb and gutter installed as measured along the flow line of gutter, including the length through the inlet / catch basin.

Payment will be made at the Contract Unit Bid price per lineal feet (LF) of curb and gutter and will constitute full compensation for all materials, construction staking, all sawcuts required to install this item, placing and curing of concrete, for all premolded mastic material for expansion joints, contraction joints, joint sealer, reinforcing steel and sleeves, high back curbing, and for concrete extensions into the street around inlets. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents. Where curb and gutter will be replaced, the length will be from existing joint to existing joint, or as directed by the ENGINEER.

03030.06 – CONCRETE SIDEWALK – 6"

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of square yards (SY) of sidewalk installed. *Note: Heated sidewalk features shown in the mechanical plans/details are paid under bid item 17000.01 – Heated Concrete System.*

This item shall be paid for at the contract unit price bid, which price and payment shall constitute full compensation for all materials, placing and curing of concrete, any pre-molded expansion joint material, contraction joints, joint sealant, all sawcuts and for all equipment, tools and labor and all other work necessary or incidental for completion of the item.

03030.07 COLORED CONCRETE SIDEWALK – 6"

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of square yards (SY) of colored concrete sidewalk installed. *Note: Heated sidewalk features shown in the mechanical plans/details are paid under bid item 17000.01 – Heated Concrete System.*

Payment will be made at the Contract Unit Bid price per square yard (SY) of concrete sidewalk and will constitute full compensation for all materials, placing and curing of concrete, for all dyes or stains used, for all premolded mastic material for expansion joints, contraction joints, joint sealant, sealing of joints, and all sawcuts. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

03030.10 – ADA DETECTABLE WARNING PLATE

This item shall be measured on a per each (EA) basis for the quantity of 2'x2' detectable warning plate at each ADA ramp location to provide the required overall width of detectable plate matching the full width of the ramp. For example, a 4' wide ramp would require the installation of two (2) each detectable warning surfaces.

Payment for this item shall be paid for at the contract unit price bid, which price and payment shall constitute full compensation for providing and placement of detectable surface panels at locations shown in the Plans, including all materials and other work necessary or incidental for completion of the item.

03030.20 – CONCRETE FILLET AND CURB

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of square yards (SY) of fillet and curb installed.

Payment will be made at the Contract Unit Bid price and will constitute full compensation for all materials, rebar (if called for in the Plans), placing and curing of concrete, for all premolded mastic material for expansion joints, joint sealant, contraction joints, reinforcing steel, all materials needed for protection from the weather, and all sawcuts. Price will also include all costs to cover labor, equipment, tools, quality control testing, and incidentals to complete the work in accordance with the Contract Documents.

03030.30 – CONCRETE DOUBLE GUTTER

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of square yards (SY) of double gutter installed.

Payment will be made at the Contract Unit Bid price per square yard of double gutter and will constitute full compensation for all materials, placing and curing of concrete, reinforcing steel, for all premolded mastic material for expansion joints, contraction joints, joint sealant, and all sawcuts. Price will also include all costs to cover labor, equipment, tools, quality control testing, and incidentals to complete the work in accordance with the Contract Documents.

03030.50 – CONCRETE COMMERCIAL AND ALLEY APPROACH

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of square yards (SY) of concrete driveways and alley approaches installed.

Payment will be made at the Contract Unit Bid price per square yard of driveway, alley approach and will constitute full compensation for all materials, reinforcing steel, construction staking, joint sealant, placing and curing of concrete, for all premolded mastic material for expansion joints, contraction joints, all sawcuts. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

03030.64 – CONCRETE PATHWAY– 4" & 03030.65 – CONCRETE PATHWAY – 5" & 03030.66 – CONCRETE PATHWAY – 6"

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of square yards (SY) of concrete pathway installed.
Note: Heated sidewalk features shown in the mechanical plans/details are paid under bid item 17000.01 – Heated Concrete System.

Payment will be made at the Contract Unit Bid price per square yard of concrete pathway and will constitute full compensation for all materials, placing and curing of concrete, all premolded mastic material for expansion joints, contraction joints, joint sealant, and all sawcuts. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

03030.70 STRUCTURAL CONCRETE STAIRWAY

This item shall be measured on a square foot (SF) basis. Measurement shall be in plan view, of structural concrete stairways constructed, complete in place. *Note: Heated sidewalk features shown in the mechanical plans/details are paid under bid item 17000.01 – Heated Concrete System.*

This item shall be paid for at the contract unit price bid, which price and payment shall constitute full compensation for all materials, placing and curing of concrete, thickened concrete sections adjacent to the stairway, pre-molded expansion joint material, contraction joints, reinforcing steel, dowels, sleeves, joint sealant, and for all equipment, tools and labor and all other work necessary or incidental for completion of the item.

03040.06 CONCRETE PAVEMENT – 6”

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of square yards (SY) of concrete pavement installed.

Payment will be made at the Contract Unit Bid price per square yard (SY) of concrete pavement and will constitute full compensation for all materials, placing and curing of concrete, for all premolded mastic material for expansion joints, contraction joints, reinforcing steel, joint sealant, sealing of joints, and all sawcuts. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

05521.10 PEDESTRIAN RAILING

This item shall be measured on a per lineal foot (LF) basis. Measurement shall be along the top of the railing complete in place. Includes both pathway/sidewalk and stairway posts and railing.

This item shall be paid for at the contract unit price bid, which price and payment shall constitute full compensation for supplying and installing railings/posts in the locations designated on the plans, including sleeves, grout, thickened concrete, bolts, fittings, base plates, surface finishes, and for all equipment, tools and labor and all other work necessary or incidental for completion of the item.

05530.10 STEEL FENCE RAILING

This item shall be measured on a lineal foot (LF) basis. Measurement shall be made along the top of the steel fence railing from end to end of steel posts in the installed locations.

This item shall be paid for at the contract unit price bid, which price and payment shall constitute full compensation for supplying and installing railing/posts, mesh, reinforcing steel, concrete, grout, expansion joint, joint sealant and sealing joints, surface finishes, fittings, welding, and for all equipment, tools and labor and all other work necessary or incidental for completion of the item.

16010.01 DECORATIVE LIGHTING SYSTEM

This item shall be measured on a lump sum (LS) basis with the complete decorative lighting system installed.

This item shall be paid for at the contract lump sum price, which price and payment shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to accomplish the installation of a complete and operational decorative lighting system.

17000.01 HEATED CONCRETE SYSTEM

This item shall be measured on a lump sum (LS) basis with the complete heated concrete system installed.

This item shall be paid for at the contract lump sum price, which price and payment shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to accomplish the installation of a complete and operational heated concrete system.

129300.01 TRASH RECEPTACLE

This item shall be measured by the number of each (EA) trash receptacle installed.

Payment shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to accomplish installation of a trash receptacle.

129300.03 BENCH WITH BACK

This item shall be measured by the number of each (EA) bench with a back installed.

Payment shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to accomplish installation of a bench with back.

129300.04 STANDARD PICNIC TABLE

This item shall be measured by the number of each (EA) standard picnic table installed.

Payment shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to accomplish installation of a standard picnic table.

129300.05 ACCESSIBLE PICNIC TABLE

This item shall be measured by the number of each (EA) accessible picnic table installed.

Payment shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to accomplish installation of an accessible picnic table.

312334 – IRRIGATION TRENCHING AND BACKFILLING

Irrigation trenching and backfilling is incidental to the irrigation system, no separate measurement will be made

Irrigation trenching and backfilling is incidental to the irrigation system, no separate payment will be made for this item

328100.01 – IRRIGATION SYSTEM

This item shall be measured by lump sum (LS) with the complete irrigation system installed.

Payment shall constitute full compensation for all materials, labor, equipment, tools and incidentals necessary to accomplish the installation of a complete and operational irrigation system.

329300.01 ORNAMENTAL GRASS AND PERENNIALS

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of #1 container ornamental grasses and perennials planted (EA).

Payment will be made at the Contract Unit Bid price and will constitute full compensation for ornamental grass and perennial installation, including planting mix, equipment, tools, supplies, grading, and incidentals necessary to complete the work. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

329300.02 SHRUBS

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of #5 container shrubs planted (EA).

Payment will be made at the Contract Unit Bid price and will constitute full compensation for shrub installation, including planting mix, equipment, tools, supplies, grading, and incidentals necessary to complete the work. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

329300.03 TREES – 1-1/2" CALIPER

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of 1-1/2" caliper trees planted (EA).

Payment will be made at the Contract Unit Bid price and will constitute full compensation for 1-1/2" caliper tree installation, including planting mix, staking, equipment, tools, supplies, grading, and incidentals necessary to complete the work. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

329300.04 TREES – 2-1/2" CALIPER

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of 2-1/2" caliper trees planted (EA).

Payment will be made at the Contract Unit Bid price and will constitute full compensation for 2-1/2" caliper tree installation, including planting mix, staking, equipment, tools, supplies, grading, and incidentals necessary to complete the work. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

329300.05 BOULDERS

Measurement for this item will be made in the field with the quantity for payment determined by the actual number of 2' – 5' diameter boulders installed (EA).

Payment will be made at the Contract Unit Bid price and will constitute full compensation for 2' – 5' diameter boulder installation, including equipment, tools, supplies, grading, and incidentals necessary to complete the work. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

329300.06 WEED BARRIER

Measurement for this item will be made in the field with the quantity for payment determined by the actual square feet of weed barrier installed (SF) placed upon the neat lines defined in the plans (does not include overlapped sections).

Payment will be made at the Contract Unit Bid price and will constitute full compensation for weed barrier installation, including equipment, tools, supplies, grading, and incidentals necessary to complete the work. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

329300.07 MULCH

Measurement for this item will be made in the field with the quantity for payment determined by the actual square feet of mulch installed (SF).

Payment will be made at the Contract Unit Bid price and will constitute full compensation for mulch installation, including equipment, tools, supplies, grading, and incidentals necessary to complete the work. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

329300.08 IMPORTED TOPSOIL

Measurement for this item will be made in the field with the quantity for payment determined by the actual square feet of imported topsoil placed and finish graded at 18" deep (SF).

Payment will be made at the Contract Unit Bid price and will constitute full compensation for topsoil installation, including fertilizer, amendments, tilling, equipment, tools, supplies, grading, and incidentals necessary to complete the work. Price will also include all costs to cover labor, equipment, tools, and incidentals to complete the work in accordance with the Contract Documents.

330000.00 OVERHEAD SHADE STRUCTURE

This item shall be measured by lump sum (LS) with the complete overhead shade structure installed.

Payment shall constitute full compensation for design of the Overhead Shade Structure by a Contractor provided Professional Engineer licensed in the State of Wyoming, for the preparation, purchasing, transportation, and placement of the overhead shade structure as a complete system installed and for all labor, equipment, tools, materials and incidentals necessary to accomplish the installation of the overhead shade structure.

330010.00 CONCRETE SCULPTURE BASE

This item shall be measured by the number of each (EA) sculpture base installed.

Payment shall constitute full compensation for all materials, labor, equipment, tools, and incidentals necessary to accomplish installation of a sculpture base.

SPECIAL PROVISIONS

These Special Provisions amend or supplement the Technical Specifications of the Construction Contract, and other provisions of the Contract Documents as may be indicated below. All Technical Specifications so referenced that are not so amended or supplemented remain in full force and effect.

CONSTRUCTION REQUIREMENTS

1. GOVERNING SPECIFICATIONS

The Standard Specifications of the Contract Documents are included in the 2016 edition of the City of Sheridan Standard Specifications and details for Street and Utility Construction, as amended. Changes, Amendments, and supplements to the Standard Specifications, are as indicated in the Special Provisions or appear as notes in the drawings.

2. SUBSURFACE AND PHYSICAL CONDITIONS

A geotechnical engineering report is available for CONTRACTOR's information. The report was originally used for design purposes and may not contain complete information necessary for CONTRACTOR's purposes. Refer to the Supplementary Conditions to the General Conditions for limitations on use of the report. The report dated July 7, 2022, titled "Report of Geotechnical Exploration Proposed Brooks Street Greenspace", was prepared by American Engineering and Testing (AET). The report is available in pdf format, requests by email can be sent to Tim Brugger at tbrugger@m-m.net.

3. CONSTRUCTION WATER

CONTRACTOR is responsible for any construction water. The CONTRACTOR may rent a temporary, City-owned, water meter with backflow prevention equipment that can be connected to an existing fire hydrant for use on this project only, and shall pay all costs to use water from the hydrant. CONTRACTOR will be required to follow all conditions in City Code for this connection, including but not limited to Chapter 28, Article 4, and Ordinance 1946, which address the necessary measures to prevent backflow and/or cross-connections. These requirements will be strictly enforced.

4. MAJOR ITEM OF WORK:

Major items of work include: Segmental Retaining Wall System, Decorative Lighting System, and the Heated Concrete System.

5. POWDER COATING

REFERENCES: SSPC, The Society for Protective Coatings; *The Powder Coating Manual* (Roger Talbert); *Users Guide to Powder Coating*, 4th Edition; Society of Manufacturing Engineers; and ASTM D-3451, D-2092, D-2201, D-3359.

DESCRIPTION: This work consists of providing and applying Powder Coating to the pedestrian railing, steel fence railing, and other steel site features as shown in the contract.

MATERIALS: Use an epoxy organic zinc rich primer applied as a powder. Ensure the final dry film thickness of the primer is 3 to 5 mils.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01750 – SPECIAL PROVISIONS

Use one of the following materials as a top coat: Urethane Polyester, Polyester TGIC or Acrylic Hydroxyl Polyester (urethane cured). Ensure the dry film thickness of the top coat is 1 to 3 mils, Gloss is a minimum of 70 on a 60E meter, and pencil hardness is H+ minimum.

Ensure adhesion of the final coating system is a minimum of 5B as tested with ASTM D-3359.

Use urethane or acrylic enamel for touch-up paint that matches the final top powder coat color.

Ensure the top coat color is Burgundy (RAL 3005) and that the color of the top coat and touch-up paint Delta-E*ab is within 2° of the specified color chip using a 45/0 instrument; CIE L*a*b*, D65 illuminate, and 10° standard observer.

TEST PANELS: Submit a coated test panel, in the specified color, to the department for approval. The panel must measure 4 inches by 12 inches by 2 inch thick. Ensure the panel is of the same base metal properties and is coated in the same manner as will be done in production.

FABRICATION: Use the following requirements as a minimum to clean and prepare surfaces to be powder coated:

1. Ensure all rough edges are ground smooth.
2. Blast clean to an SSPC SP-10/NACE No.2 Near White specification.
3. Wash with at least one application of an alkaline cleaner.
4. Rinse with a neutralizing agent.
5. Apply an Iron phosphate conversion coating.
6. Rinse with water.
7. Rinse with demineralized water.

The cleaning and phosphate coating may be incorporated in one operation.

Apply the powdered epoxy organic zinc rich primer and partially cure just prior to application of top color coat. Follow manufacturer's recommendations for preheating temperatures and curing temperatures.

CONSTRUCTION: Adequately protect powder coatings from damage during handling and shipping. Powder coated components are subject to final acceptance on the site. If a component with damaged powder coating is accepted on site, repair any damage with urethane or acrylic enamel touch-up paint as recommended by the supplier of the powder coating.

MEASUREMENT and PAYMENT: Powder Coating will not be measured as a separate item but will be incidental to the other contract pay items.

CHANGES TO CITY OF SHERIDAN STANDARD SPECIFICATIONS

ALL DIVISIONS

COMPACTION AND MOISTURE REQUIREMENTS

Refer to the plans, typical sections and details for minimum compaction percentage and optimum moisture range requirements for subgrade preparation, engineered fill, backfill, and crushed base. Where in conflict, these supersede the City of Sheridan Standard Specifications and Details.

FIELD QUALITY CONTROL

Update the following compaction testing frequencies:

- Subgrade & Crushed Base
 - o Sidewalk/Pathway: 1 compaction test per 300 SF
 - o Curb and Gutter & Fillets: 1 compaction test per 50 LF
 - o Concrete Pavement: 1 compaction test per 1000 SF
 - o Stairways: 1 compaction test at each location
 - o Retaining Wall: See Section 02835 – Segmental Retaining Wall System

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 02060 – TEMPORARY TRAFFIC CONTROL

PART 3 – EXECUTION

3.01 REQUIREMENTS

Add this paragraph in its entirety:

Traffic control shall be maintained as an ongoing process throughout the duration of the work. Contractor shall make all the necessary provisions for the maintenance of public traffic and pedestrians and shall conduct his operations so as to offer the least possible obstruction and inconvenience to public traffic and pedestrians. Traffic control devices and operations dealing with public traffic and roadways shall be in accordance with applicable Wyoming laws, the Manual on Uniform Traffic Control Devices for Streets and Highway, WYDOT Manual on Traffic Control for Roadway Work Operation, and in accordance with the regulations of the County.

SECTION 02720 – STORM DRAIN INLETS

PART 3 – EXECUTION

3.01 INLET / CATCH BASIN INSTALLATION

DELETE paragraph three and replace with the following:

Inlets / catch basins shall be constructed to the general dimensions shown in the Standard Details, or as provided in the Plans. Inlets / catch basins shall be set on a minimum of **12 inches** of $\frac{3}{4}$ -inch washed gravel that has been firmly placed **on natural backfill material that has been compacted to 95% of optimum density as determined by ASTM D698.**

SECTION 02450 – GRADING

PART 2 – PRODUCTS

DELETE "None" and ADD the following:

2.01 IMPORTED FILL MATERIAL:

Imported fill material used for suitable backfill shall consist of a granular soil with a maximum size of 1.5 inch, a maximum of 20% passing the #200 Sieve, non-expansive and a maximum liquid limit of 30.

PART 3 – EXECUTION

3.02 – MOISTURE AND DENSITY CONTROL

Section A. DELETE the second paragraph and REPLACE with the following:

Remove and replace or scarify and air dry soil material that is too wet to permit compaction to specified density. Material shall be considered too wet when the excavated soil material possesses natural moisture in excess of 6% above optimum moisture as determined by ASTM D698. When the ENGINEER determines excavated material is unsuitable, between 3% and 6% over optimum moisture, it shall be processed by the CONTRACTOR to reduce the moisture content to an acceptable level or removed and disposed of at location of the borrow source, or at locations secured by the CONTRACTOR and approved by the ENGINEER. If the Moisture content is between 3% and 6% over optimum, the CONTRACTOR shall blend or aerate the material to reduce it to less than 3% over. Soil material that has been removed because it is too wet to permit compaction may be stockpiled at an approved location or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory level.

END OF SECTION 01750

DIVISION 2

SITE WORK

*All Other Division 2 Specification
Sections Listed in the Table of
Contents, Not Included Herein, Are
Found in the City of Sheridan
Specifications for Street and Utility
Construction, 2016 Edition and Are
Included Herein by Reference*

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK:

Work shall consist of furnishing materials, labor, equipment, and on-site supervision to install a segmental retaining wall system in accordance with the plans and specifications and in conformity with the lines, grades, design and dimensions shown on the plans.

1.02 RELATED WORK:

- A. Section 02221 - Trenching, Backfilling and Compaction
- B. Section 02450 - Grading
- C. Section 02519 - Crushed Aggregate Base Course

1.03 REFERENCE STANDARDS:

- A. Segmental Retaining Wall Units
 - 1. **ASTM C 140** – Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units
 - 2. **ASTM C 1372** – Standard Specification for Dry-Cast Segmental Retaining Wall Units
- B. Geosynthetic Reinforcement
 - 1. **ASTM D 4595** – Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method
 - 2. **ASTM D 5262** – Standard Test Method for Evaluating the Unconfined Tension Creep and Creep Rupture Behavior of Geosynthetics
 - 3. **ASTM D 5321** – Standard Test Method for Determining the Shear Strength of Soil-Geosynthetic and Geosynthetic-Geosynthetic Interfaces by Direct Shear
 - 4. **ASTM D 5818** – Standard Practice for Exposure and Retrieval of Samples to Evaluate Installation Damage of Geosynthetics
 - 5. **ASTM D 6706** – Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil
- C. Soils
 - 1. **ASTM D 698** – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort

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DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

2. **ASTM D 2487** – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
3. **ASTM D 422** – Standard Test Method for Particle-Size Analysis of Soils
4. **ASTM D 4318** – Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils
5. **ASTM G 51** – Standard Test Method for Measuring pH of Soil for Use in Corrosion Testing

D. Drainage Pipe: See Section 2.02 & 2.03.

E. Engineering Design

1. "NCMA Design Manual for Segmental Retaining Walls," 3rd Edition, 2009.

1.04 QUALITY ASSURANCE:

- A. Drainage: Provide segmental retaining wall drainage system capable of preventing accumulation of groundwater in retained soils and in retaining wall foundation soils. Daylight to drain per the details or tie to proposed storm sewer system.
- B. The Contractor is responsible for verifying that the materials meet all the requirements of the drawings and specification. This includes all submittals for materials and design, qualifications, and proper installation of wall system.
- C. For actual installation, use only personnel who are skilled in the work required, familiar with the manufacturer's recommended method of installation, and thoroughly familiar with the requirements of this work.

1.05 SUBMITTALS:

- A. Product Data and Certificates:
 1. Segmental retaining wall units and connections (with test data per ASTM D 6916 & ASTM D 6638)
 2. Perforated-wall pipe and fittings.
 3. Solid-wall pipe and fittings.
 4. Geotextile fabrics.
 5. Backfill material (describing where used) and drainage fill material.
- B. Samples: Submit samples of materials as specified and as otherwise requested by ENGINEER, including names, sources and descriptions.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

C. Design Submittal & Provisions:

1. The Contractor shall submit detailed design calculations and final retaining wall plans for approval at least three weeks prior to the beginning of wall construction. All calculations and drawings shall be prepared and sealed by a contractor provided professional Civil Engineer (P.E.) – (Wall Design Engineer) experienced in SRW design and licensed in the state of Wyoming. All costs associated with the preparation of the submittal are the Contractor's responsibility.
2. Ensure shop drawings include, but not limited to, the following:
 - i. Elevation View showing top and bottom of wall elevations, location and elevation of reinforcement layers, location of top and bottom wall steps, and offsets from centerline of survey for all steps along the bottom of the wall.
 - ii. Final horizontal wall layout to meet the wall system criteria as determined by the Wall Design Engineer.
 - iii. Detail of the modular block fascia attachment to the soil reinforcement
 - iv. Cross sections through the wall depicting batter, placement of reinforcement and, it other than indicated on the plans, drainage system details.
 - v. Detail of wall face transitions.
3. See Design Parameters in Section 2.06.
4. Retaining wall shown on the plans and details may be adjusted to meet the Wall Designers final wall design/layout and specific site conditions except for geotechnical and foundation recommendations in AET's geotechnical reports. See also section 3.02. Ensure the final wall design meets the original intent of the layouts and details shown on the plans.

1.06 SUPPLIERS FIELD SERVICES:

- A. Ensure the supplier of the segmental retaining wall system provides an authorized agent to observe the initial installation of the system and to assure that the installation is in accordance with the suppliers recommended guidelines. Ensure the agent has proven experience with similar installations. Ensure that agent is on-site observing the installation of the system until proper procedures have been established, or a minimum of 16 working hours.

1.07 DELIVERY, STORAGE, AND HANDLING:

- B. Contractor shall check materials upon delivery to ensure that the specified type and grade of materials have been received and proper color and texture of SRW units have been received.

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DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

- C. Store and handle concrete units and accessories to prevent deterioration or damage due to contaminants, breaking, chipping, or other causes. No damaged materials shall be incorporated into the segmental wall.
- C. Store and handle geosynthetics to prevent deterioration or damage due to sunlight, chemicals, flames, temperatures above 160 deg F or below 32 deg F, and other conditions that might damage them. Verify identification of geosynthetics before using and examine them for defects as material is placed.

PART 2 - PRODUCTS

2.01 SEGMENTAL RETAINING WALL UNITS:

- A. SRW units shall be machine-formed, Portland cement concrete blocks specifically designed for retaining wall applications.
- B. SRW units currently approved for this project are:
 - VERSA-LOK Standard Retaining Wall Units, as manufactured by
VERSA-LOK Midwest.
- C. Color of SRW units shall be Dakota Buff. Provide color samples for review for final color selection.
- D. Finish of SRW units shall be split-face.
- E. SRW unit faces shall be of straight geometry.
- F. SRW unit height shall be 6 inches.
- G. SRW units shall provide a minimum weight of 120 psf wall face area.
- H. SRW units shall be solid through the full depth of the unit.
- I. SRW units shall have a depth (front face to rear) to height ratio of 2:1, minimum.
- J. SRW units shall be capable of being erected with the horizontal gap between adjacent units not exceeding 1/8 inch.
- K. SRW units shall be interlocked with connection pins that provide 3/4-inch setback from unit below (yielding an overall 7-degree cant from vertical).
- L. SRW units shall be sound and free of cracks or other defects that would interfere with the proper placing of the unit or significantly impair the strength or permanence of the structure. Any cracks or chips observed during construction shall fall within the guidelines outlined in ASTM C 1372.
- M. Concrete SRW units shall conform to the requirements of ASTM C 1372 and have a minimum net average 28 days compressive strength of 3000 psi. Compressive strength test specimens shall conform to the saw-cut coupon

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

provisions of ASTM C 140.

- N. SRW units' molded dimensions shall not differ more than $\pm 1/8$ inch from that specified, as measured in accordance with ASTM C 140. This tolerance does not apply to architectural surfaces, such as split-faces.

- O. Curved Free Standing Walls

Definitions:

Freestanding Walls:

Walls with no soil up against either side of the retaining wall units.

Freestanding Wall Units:

Finished textured face on both the front and back side of the unit. For Versa-Lok Standard units the back two inches of the unit is split off to achieve a textured face on the back of the unit.

Curved Freestanding Walls:

The sides of the Versa-Lok Standard unit are tapered and when placed tight against each other will form approximately an eight-foot radius. For any other radius dimension cutting of one side of each unit is required to achieve tight vertical joints on both sides of the freestanding wall.

Cutting Versa-Lok Standard Freestanding Units:

Transfer the required cut angle from the unit in place to the next unit to be cut. Cut through the entire unit making the cut as plumb as possible. Only one side of each unit should need to be cut.

Acceptable Tolerance:

The horizontal gap between units should not exceed – $1/8$ "

Additional Information:

See Versa-Lok Technical Bulletin #6 for additional information on freestanding walls.

2.02 PERFORATED-WALL PIPES AND FITTINGS:

- A. Perforated PE Pipe and Fittings:
 - 1. 6" and smaller: ASTM F405, Type CP; corrugated, for coupled joints.
 - 2. Couplings: Manufacturer's standard, band type.
- B. Perforated PVC Sewer Pipe and Fittings: ASTM D 2729, bell-and-spigot ends, for loose joints.

2.03 SOLID-WALL PIPES AND FITTINGS:

- A. PE Pipe and Fittings: AASHTO M 294, Type S; corrugated, with smooth waterway, for coupled joints.

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DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

1. Couplings: AASHTO M 294, corrugated, band type, matching tubing and fittings.
- B. PVC Sewer Pipe and Fittings: ASTM D 3034, SDR 35, bell-and-spigot ends, for gasketed joints.
 1. Gaskets: ASTM F 477, elastomeric seal.

2.04 INSTALLATION MATERIALS:

- A. Pins: Product supplied by segmental retaining wall unit manufacturer for use with units provided, made from nondegrading polymer reinforced with glass fibers.
- B. Clips: Product supplied by segmental retaining wall unit manufacturer for use with units provided, made from nondegrading polymer reinforced with glass fibers.
- C. Cap Adhesive: Product supplied or recommended by segmental retaining wall unit manufacturer for adhering cap units to units below.
- D. Leveling Pad (Engineered Fill): Shall be in accordance with City of Sheridan Section 02519 – Crushed Aggregate Base Course. See plans and details for leveling pad dimensions and for subgrade preparation requirements below pad.
- E. Drainage Fill: Drainage aggregate shall be angular, clean stone or granular fill meeting the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1.5 inch	100
1 inch	95-100
No. 4	0-10

- F. Reinforced-Soil Fill (Engineered Fill): Shall be in accordance with City of Sheridan Section 02519 – Crushed Aggregate Base Course and the Special Provisions.
- G. Un-Reinforced-Soil Fill (Suitable Backfill): Shall be in accordance with City of Sheridan Section 02450 - Grading and the Special Provisions.
- H. Drainage Geotextile:
Shall consist of geosynthetic specifically manufactured for use as a preambles soil filter that retains soil while still allowing water to pass throughout the life of the structure. The type and placement of the geotextile filter material shall be as required by the Wall Design Engineer in their final wall plans and specifications.
- I. Soil Reinforcement:
As determined by the Wall Design Engineer, geosynthetic reinforcement shall consist of high-tenacity PET geogrids, HDPE geogrids, or geotextiles manufactured for soil reinforcement applications. The type, strength and placement of the geosynthetic reinforcement shall be determined by procedures outlined in this specification and the "NCMA Design Manual for Segmental Retaining Walls," (3rd Edition, 2009), and materials shall be specified by Wall Design Engineer in their final wall plans and specifications. The

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manufacturers/suppliers of the geosynthetic reinforcement shall have demonstrated construction of similar size and types of segmental retaining walls on previous projects.

Geosynthetic types currently approved for this project are:

VERSA-Grid® Geogrids

The type, strength and placement of the reinforcing geosynthetic shall be as determined by the Wall Design Engineer, as shown on the final, P.E.-sealed retaining wall plans.

2.05 SOURCE QUALITY CONTROL:

- A. Direct manufacturer to test and inspect each roll of soil reinforcement at the factory for minimum average roll values for geosynthetic index property tests, including the following:
 - 1. Weight.
 - 2. Roll size.
 - 3. Grab or single-rib strength.
 - 4. Aperture opening.
 - 5. Rib or yarn size.

2.06 DESIGN PARAMETERS:

- A. Soil:
A geotechnical engineering report is available upon request (see 01750 – Special Provisions to request a copy).

Should the actual soil conditions observed during construction differ from the geotechnical report, design shall be reviewed by the Wall Design Engineer and adjustments made as required.

- B. Design:
The design analysis for the final, P.E.-sealed retaining wall plans prepared by the Wall Design Engineer shall consider the external stability against sliding and overturning, internal stability and facial stability of the reinforced soil mass, and shall be in accordance with acceptable engineering practice and these specifications. The internal and external stability analysis shall be performed in accordance with the "NCMA Design Manual for Segmental Retaining Walls," (3rd Edition, 2009), using the recommended minimum factors of safety in this manual.

External stability analysis for bearing capacity, global stability, and total and differential settlement shall be the responsibility of the Wall Design Engineer. If necessary, the Wall Design Engineer shall retain a Geotechnical Engineer to perform bearing capacity, settlement estimates, and global stability analysis based on the final wall design. Costs associated with retaining a Geotechnical Engineer shall be the responsibility of the Contractor.

While vertical spacing between geogrid layers may vary, it shall not exceed 24

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SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

inches maximum in the wall design.

The geosynthetic placement in the wall design shall have 100% continuous coverage parallel to the wall face. Gapping between horizontally adjacent layers of geosynthetic (partial coverage) will not be allowed.

PART 3 – EXECUTION

3.01 EXAMINATION:

- A. Examine areas and conditions, with Installer present, for compliance with requirements for excavation tolerances, condition of subgrades, and other conditions affecting performance of segmental retaining walls. *See note in Section 3.02 (A).*
- B. Prior to all work of this section, carefully inspect installation work of other trades and verify that such work is complete to the point that installation may properly commence.
- C. Contractor's field construction supervisor shall have demonstrated experience and be qualified to direct all work at the site.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Beginning of installation means acceptance of existing conditions by installer.

3.02 EXCAVATION, FOUNDATION PREPARATION AND LEVELING PAD CONSTRUCTION:

- A. Contractor shall excavate to the lines and grades shown on the project grading plans. Contractor shall take precautions to minimize over-excavation. Over-excavation shall be filled with compacted infill material, or as directed by the Wall Design Engineer, at the Contractor's expense.

Note: Minor adjustments of the proposed wall layouts and site grading may be necessary during construction to fit the walls to the existing/proposed site features, existing retaining walls, existing utilities, and existing tie-ins and is considered incidental to the Unclassified Excavation and Segmental Retaining Wall System bid items. Refer to Method of Measurement & Basis of Payments for changes to Major Items of Work. Prior to beginning wall preparation and installation, coordinate wall grading and layouts with Engineer in the Field. Field adjustments are also to be coordinated with the Contractor provided Wall Designer.

- B. Contractor shall verify location of existing structures and utilities prior to excavation. Contractor shall ensure all surrounding structures are protected from the effects of wall excavation. Excavation support, if required, is the responsibility of the Contractor.
- C. Following the excavation, the foundation soil shall be examined by the Contractor to assure actual foundation soil strength meets or exceeds the assumed design bearing strength. Soils not meeting the required strength shall be removed and replaced with infill soils, as directed by the Owner's Representative.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

- D. Prepare foundation under leveling pad as indicated in the plans and details, City of Sheridan Section 02450 – Grading, and the Special Provisions.
- E. Place and compact leveling pad as indicated in the plans and details, City of Sheridan Section 02519 – Crushed Aggregate Base Course, and the Special Provisions.
 - 1. Leveling pad material shall be compacted to provide a firm, level bearing surface on which to place the first course of units. Well-graded sand can be used to smooth the top 1/4 inch to 1/2 inch of the leveling pad.
 - 2. At Contractor's option, unreinforced lean concrete may be substituted for upper 1 to 2 inches of leveling pad base. Compact and screed concrete to a smooth, level surface.

3.03 RETAINING WALL INSTALLATION:

- A. All SRW units shall be installed at the proper elevation and orientation as shown on the final, P.E.-sealed wall plans and details or as directed by the Wall Design Engineer. The SRW units shall be installed in general accordance with the manufacturer's recommendations. The specifications and drawings shall govern in any conflict between the two requirements.
- B. First course of SRW units shall be placed on the leveling pad. The units shall be leveled side-to-side, front-to-rear and with adjacent units, and aligned to ensure intimate contact with the leveling pad. The first course is the most important to ensure accurate and acceptable results. No gaps shall be left between the front of adjacent units. Alignment may be done by means of a string line or offset from base line to the back of the units.
- C. All excess debris shall be cleaned from top of units and the next course of units installed on top of the units below.
- D. Two VERSA-Tuff connection pins shall be inserted through the pin holes of each upper-course unit into receiving slots in lower-course units. Pins shall be fully seated in the pin slot below. Units shall be pushed forward to remove any looseness in the unit-to-unit connection.
- E. Prior to placement of next course, the level and alignment of the units shall be checked and corrected where needed.
- F. Layout of curves and corners shall be installed in accordance with the wall plan details or in general accordance with SRW manufacturer's installation guidelines. Walls meeting at corners shall be interlocked by overlapping successive courses.
- G. Procedures C. through F. shall be repeated until reaching top of wall units, just below the height of the cap units. Geosynthetic reinforcement, drainage materials, and reinforced backfill shall be placed in sequence with unit installation as described in the below sections.

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DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

3.04 GEOSYNTHETIC REINFORCEMENT PLACEMENT:

- A. All geosynthetic reinforcement shall be installed at the proper elevation and orientation as shown on the final P.E.-sealed retaining wall plan profiles and details, or as directed by the Wall Design Engineer.
- B. At the elevations shown on the final plans, (after the units, drainage material and backfill have been placed to this elevation) the geosynthetic reinforcement shall be laid horizontally on compacted infill and on top of the concrete SRW units, to within 1 inch of the front face of the unit below. Embedment of the geosynthetic in the SRW units shall be consistent with SRW manufacturer's recommendations. Correct orientation of the geosynthetic reinforcement shall be verified by the Contractor to be in accordance with the geosynthetic manufacturer's recommendations. The highest-strength direction of the geosynthetic must be perpendicular to the wall face.
- C. Geosynthetic reinforcement layers shall be one continuous piece for their entire embedment length. Splicing of the geosynthetic in the design-strength direction (perpendicular to the wall face) shall not be permitted. Along the length of the wall, horizontally adjacent sections of geosynthetic reinforcement shall be butted in a manner to assure 100% coverage parallel to the wall face.
- D. Tracked construction equipment shall not be operated directly on the geosynthetic reinforcement. A minimum of 6 inches of backfill is required prior to operation of tracked vehicles over the geosynthetic. Turning should be kept to a minimum. Rubber-tired equipment may pass over the geosynthetic reinforcement at slow speeds (less than 5 mph).
- E. The geosynthetic reinforcement shall be free of wrinkles prior to placement of soil fill. The nominal tension shall be applied to the reinforcement and secured in place with staples, stakes or by hand tensioning until reinforcement is covered by 6 inches of fill.

3.05 DRAINAGE AGGREGATE AND DRAINAGE MATERIAL PLACEMENT

- A. Drainage aggregate shall be placed to the minimum thickness shown on the construction plans between and behind units.
- B. Aggregate shall be placed in thin lifts not exceeding 1 ft (loose) and compacted using small equipment to not displace the blocks. Compaction shall continue until no consolidation of the rock is observed.
- C. Drainage collection pipes shall be installed to maintain gravity flow of water outside the reinforced-soil zone. The drainage collection pipe shall daylight into a storm sewer or along a slope, at an elevation below the lowest point of the pipe within the aggregate drain. Drainage laterals shall be spaced at a maximum 30-foot spacing along the wall face.

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DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

3.06 BACKFILL PLACEMENT:

- A. The reinforced backfill shall be placed as shown in the final wall plans in the maximum lift thickness of 8 inches (loose) and compacted as shown in the plans and details. The backfill shall be placed and spread in such a manner as to eliminate wrinkles or movement of the geosynthetic reinforcement and the SRW units. Unreinforced backfill (beyond the reinforced backfill) shall be placed as shown in plans, details, and specifications.
- B. Only hand-operated compaction equipment shall be allowed within 3 feet of the back of the wall units. Compaction within the 3 feet behind the wall units shall be achieved by at least three passes of a lightweight mechanical tamper, plate, or roller.
- C. At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing and reinforced backfill to direct water runoff away from the wall face.
- D. At completion of wall construction, backfill shall be placed level with final top of wall elevation. If final grading, paving, landscaping and/or storm drainage installation adjacent to the wall is not placed immediately after wall completion, temporary grading and drainage shall be provided to ensure water runoff is not directed at the wall nor allowed to collect or pond behind the wall until final construction adjacent to the wall is completed.

3.07 SRW CAPS:

- A. SRW caps shall be properly aligned and glued to underlying units with VERSA-LOK adhesive, a flexible, high-strength concrete adhesive. Rigid adhesive or mortar are not acceptable.
- B. Caps shall overhang the top course of units by 3/4 inch to 1 inch. Slight variation in overhang is allowed to correct alignment at the top of the wall.

3.08 FIELD QUALITY CONTROL:

- A. Compaction tests shall be made by a qualified testing laboratory employed by the CONTRACTOR and approved by the ENGINEER.
- B. Compaction tests for subgrade preparation below the leveling pad shall be taken at a minimum of one test per 20 LF of wall (and/or at each section of wall if less than 20 ft long).
- C. Compaction tests for the leveling pad (Engineered Fill/Crushed Base) shall be taken a minimum of 1 test per 20 LF of wall (and/or at each section of wall if less than 20 ft long).
- D. Compaction tests for the reinforced and unreinforced backfill behind the retaining wall shall be taken for each 12 inches of fill depth and each 20 feet or less of segmental retaining wall length (and/or at each section of wall if less than 20 ft long).

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

3.09 REPLACEMENT:

- A. Remove and replace segmental retaining wall construction of the following descriptions:
 - 1. Broken, chipped, stained, or otherwise damaged units. Units may be repaired if ENGINEER approves methods and results.
 - 2. Segmental retaining walls that do not match approved Samples.
 - 3. Segmental retaining walls that do not comply with other requirements indicated.
- B. Replace units so segmental retaining wall complies with other requirements, and shows no evidence of replacement.

3.10 CONSTRUCTION ADJACENT TO COMPLETED SRW:

- A. The CONTRACTOR is responsible for ensuring that construction by others adjacent to completed sections of the SRW does not disturb the wall or place temporary construction loads on the wall that exceed design loads, including loads such as water pressure, temporary grades, or equipment loading. Heavy paving or grading equipment shall be kept a minimum of 3 feet behind the back of the wall face. Equipment with wheel loads in excess of 150 psf live load shall not be operated within 10 feet of the face of the retaining wall during construction adjacent to the wall. Care should be taken by the CONTRACTOR to ensure water runoff is directed away from the wall structure until final grading and surface drainage collection systems are completed.

END OF SECTION 02835

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. Work in this section consists of all labor, materials, and equipment necessary to provide and install site furnishing items as shown on the drawings, specified herein or incidental to proper execution of the work.

1.2 QUALITY ASSURANCE:

- A. For actual prosecution of the work, use only personnel who are skilled in the work required, familiar with recommended methods of installation, and thoroughly familiar with the requirements of this work.
- B. Obtain each site furnishing unit identified from one source, and from a single manufacturer.

1.3 SUBMITTALS:

- A. Submit material samples and manufacturers' standard finishes for selection and approval by the Owner's representative.
- B. Furnish complete shop drawings, product data and manufacturers installation instructions for each site furnishing system to be installed. Include layout of equipment, foundations and anchoring, listing of equipment components and all other data pertinent to installation.
- C. Submit certificate of manufacturer's warranty. Furnishings to be free from defects in workmanship and materials for a minimum of three years from date of final completion.
- D. Submit manufacturer's certified statement that benches comply with all ADA accessibility requirements for benches.
- E. Submit color chart for color selection or verification if color has already been specified.
- F. Color Sample: Following color selection, submit three 6"x 6" finished steel samples for approval.

PART 2 - MATERIALS

2.1 GENERAL:

Written request for substitutions must be received at least ten days prior to the date for receipt of Bids. Requests shall be made according to the Instruction to Bidders and include a component-by-component comparison of all specified and proposed site furnishings for evaluation.

2.2 SITE FURNISHINGS:

The Owner will provide several of the site furnishings used on the project. The specific items provided by the Owner are noted below. All furnishings provided by the Owner are

to be installed by the Contractor. All items are to be provided by the Contractor unless noted otherwise.

A. Trash Receptacle

Trash receptacle shall be Victor Stanley side door, or equal approved in advance.

Model: SD-42 with S-2A dome lid with ashtray
Size: 36 Gallon
Material: Steel slats
Finish: Powder coat
Color: Burgundy (RAL 3005)
Mounting: Surface mount
Manufacturer: Victor Stanley 800-368-2573

B. Bench with Back

Bench shall be Victor Stanley bench with back, or equal approved in advance.

Model: RB-28
Length: 6'
Material: Steel slats
Finish: Powder coat
Color: Burgundy (RAL 3005)
Mounting: Surface mount
Manufacturer: Victor Stanley 800-368-2573

C. Standard Picnic Table

Picnic table shall be Victor Stanley center post table, or equal approved in advance.

Model: CRPR-4
Size: 48"
Material: Steel slats
Finish: Powder coat
Color: Burgundy (RAL 3005)
Mounting: In ground
Manufacturer: Victor Stanley 800-368-2573

D. Accessible Picnic Table

Picnic table shall be Victor Stanley accessible center post table, or equal approved in advance.

Model: CRPR-3
Size: 48"
Material: Steel slats
Finish: Powder coat
Color: Burgundy (RAL 3005)
Mounting: In ground
Manufacturer: Victor Stanley 800-368-2573

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS:

A. Inspection:

Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

Field verify locations and dimensions for layout and fit of furnishings. Verify that furnishings may be installed in accordance with the original design and the referenced standards.

Beginning of installation means acceptance of existing conditions by installer.

B. Discrepancies:

In the event of discrepancy, immediately notify the Owner's Representative.

Do not proceed with installation in areas of discrepancy until all discrepancies have been fully resolved.

Beginning of installation means acceptance of existing conditions by installer.

3.2 INSTALLATION

A. General:

Comply with manufacturers recommendations for installation of all site furnishings.

Coordinate site furnishing installation with the work of other trades to assure a smooth progression of the work.

Surface mount all furnishings securely in positions shown on the plans. Plumb and level as required.

B. Cleanup:

Immediately following installation clean the work site removing all surplus installation materials, waste, shavings, etc. Clean all furnishing surfaces as recommended by the manufacturer. Touch up any scratches or abrasions using materials and methods recommended by the manufacturer.

Immediately before substantial completion inspection clean all furnishing surfaces as recommended by the manufacturer.

END OF SECTION 129300

SECTION 312334 - IRRIGATION TRENCHING AND BACKFILL

PART 1 - GENERAL

1.1 DESCRIPTION:

Work in this section consists of all labor, materials, and equipment necessary to do all work and related items as shown on the drawings, specified herein or incidental to proper execution of the work, including trenching, boring under driveways, walks, and curbs, installation of pipe sleeves, and backfilling.

1.2 RELATED WORK DESCRIBED ELSEWHERE:

Irrigation System - Section 328400

1.3 QUALITY ASSURANCE:

For actual prosecution of the work, use only personnel who are skilled in the work required, familiar with recommended methods of installation, and thoroughly familiar with the requirements of this work.

1.4 UNDERGROUND OBSTRUCTIONS:

The Contractor shall contact all utilities for locations of their installations prior to initiating work.

The Contractor shall preserve, intact, any underground pipes or other utilities encountered during construction. In case any such utilities or other structures are accidentally broken or damaged, they shall be immediately replaced in a condition at least equal to that in which they were found, all at the expense of the Contractor.

PART 2 - MATERIALS

2.1 PIPE SLEEVES:

Pipe sleeves shall be Schedule 40 PVC pipe, 4" diameter, or equal approved by the Owner's Representative.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS:

A. Inspection

Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

Verify that trenching may be completed in accordance with the original design and the referenced standards.

B. Discrepancies

In the event of discrepancy, immediately notify the Owner's Representative.

Do not proceed with installation in areas of discrepancy until all discrepancies have been fully resolved.

Beginning of installation means acceptance of existing conditions by installer.

3.2 TRENCHING:

A. General

Perform all trenching required for the installation of items where the trenching is not specifically described in other sections of these Specifications.

Make all trenches in accordance with OSHA Requirements with sufficient width to provide free working space at both sides of the trench and around the installed item as required for gluing, joining, backfilling, and compacting while minimizing width of trenches.

B. Depth

Trench as required to provide the elevations shown on the Plans.

Trench to sufficient depth to give a minimum of 18 inches of fill above the top of the pipe measured from the adjacent finished grade under driveways and sidewalks.

All mainline shall have a minimum cover of 18" above the pipe. All laterals shall have a minimum cover of 12" above the pipe.

C. Correction of Faulty Grades

Where trench excavation is inadvertently carried below proper elevations, backfill with material approved by the Owner's Representative and then compact to provide a firm and unyielding subgrade to the approval of the Owner's Representative and at no additional cost to the Owner.

D. Trench Bracing

Properly support all trenches in strict accordance with all pertinent rules and regulations.

Brace, sheet, and support trench walls in such a manner that they will be safe and that the ground alongside the excavation will not slide or settle, and that all existing improvements of every kind will be fully protected from damage.

In the event of damage to such improvements, immediately make all repairs and replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.

Arrange all bracing, sheeting and shoring so as to not place stress on any portion of the completed work until the general construction thereof has proceeded far enough to provide sufficient strength.

E. Removal of Trench Bracing

Exercise care in the drawing and removal of sheeting, shoring, bracing, and timbering to prevent collapse or caving of the excavation faces being supported.

F. Grading and Stockpiling Trenched Material

Control the stockpiling of trenched material in a manner to prevent water from running into the excavations.

Do not obstruct surface drainage but provide means whereby storm and waste waters are diverted into existing gutters, other surface drains, or temporary drains.

G. Methods

All trench excavation shall be made by open cut. During excavation, material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading, and to prevent slides or cave-ins. All material not required for backfill or not suitable for backfill, shall be removed from the site by the Contractor. Banks of trenches shall be kept as nearly vertical as possible, and shall be properly sheeted and braced as may be necessary to prevent caving.

Trench widths in paved streets or in areas where proximity to other structures require vertical cuts, shall not be wider than is required for proper handling, jointing and bedding of the pipe.

The bottom of the trenches shall be accurately graded to line and grade, and provide uniform bearing and support for each section of the pipe on undisturbed soil, at every point along its entire length. Depressions for joints shall be dug after the trench bottom has been graded, and shall be only of such length, depth and width as required for properly making the particular type joint. Care shall be taken not to excavate below the depths indicated.

Where rock occurs in trench excavation, the rock shall be removed to a depth of six (6) inches below the established grade line, and to a width of twelve (12) inches greater than the outside diameter of the pipe to be installed in the trench.

H. Pavement Removal

Where excavation of trenches requires the removal of asphaltic pavement, the pavement shall be cut in a straight line along the edge of the excavation by use of a spade-bitted air hammer, concrete saw or similar approved equipment to obtain straight, square and clean break; and, after backfilling and subgrade preparations are completed, hot plant mix asphaltic concrete shall be replaced and compacted.

Excess material, including rock, broken concrete, bituminous materials, debris or other materials not suitable for backfill, shall be removed from the site and disposed of by the Contractor.

3.3 BORING:

A. Locations

Boring shall be used to route pipe, wiring, or both under concrete structures such as walks or curbs where trenching is impractical. Sleeves shall be installed in all bored holes.

B. Method

Boring shall be accomplished with a drill, auger, water jet, or any other instrument approved by the Owner's Representative capable of producing a precise hole. Boring shall not disturb overlaying structures or cause settlement and damage to those structures.

3.4 SLEEVES:

A. Locations

Sleeves shall be installed wherever routing of a pipe, wiring, or both crosses a paved area or passes through a bored hole.

B. Methods

Sleeves laid in open trenches shall be uniformly and evenly supported by undisturbed soil on the trench bottom. Backfill shall conform to standards hereinafter specified.

Sleeves installed in borings shall be forced through and shall have a snug fit throughout the length of the bored hole. Sleeves cracked or broken shall not be accepted.

3.5 BACKFILL:

A. Inspection

The trenching shall not be backfilled until inspection has been completed and the pipe installation, including the grade, alignment and jointing has been found to be in compliance with the requirements of the plans and specifications.

B. Around and Over Pipe

Select backfill material consisting of sand, fine gravel or select earth, free of large lumps or rocks larger than 3/4 inch shall be used in backfilling around and over the installed pipe.

The select material shall be obtained from the excavation material removed from the trench and shall be processed by screening, sifting, or selective sorting, so as to produce the type of backfill herein specified. The Contractor may at his option and own expense provide an acceptable imported material.

This backfill material shall be carefully deposited around and over the pipe in layers not more than six (6) inches thick, loose measurement, unless otherwise permitted by the Owner's Representative, wetted to optimum moisture content and uniformly compacted to at least 95 percent of the maximum density obtainable at optimum moisture content as determined by ASTM D698 (latest revision), until the pipe has a cover depth of at least one (1) foot.

C. Remainder of Trench Backfill

The remaining depth of the trench shall be backfilled with excavation material removed from the trench, which shall be wetted or dried to near optimum moisture content.

Inclusion of a limited amount of stones and rocks will be permitted. Stones and rocks shall in no case be larger than two inches diameter, and they shall be placed so that each piece is completely surrounded with material compacted to the density hereinafter specified. The size and amount of rocks used in backfill shall be such that they will not interfere with proper compaction.

This material shall be carefully deposited in layers of a thickness suitable to the equipment selected by the Contractor for proper compaction and compacted to at least 95 percent of the maximum density as determined by ASTM D698 (latest revisions). The method of compaction selected by the Contractor shall not cause damage of any nature to the installed pipe.

The use of a water puddling of this portion of the trench backfilling may be used if the specified density can be obtained and the backfill material is suitable for this type of trench compaction.

3.6 PAVEMENT REPLACEMENT:

Pavement replacement shall utilize the same materials and design as the original pavement.

3.7 CLEANUP:

Upon completion of the work, the entire site shall be cleared of all debris, and ground surfaces shall be finished to smooth, uniform slopes and shall present a neat and workmanlike appearance. Cleanup shall be considered an incidental item, and no additional payment shall be made for any cleanup item. All fences, culverts, gravel driveways or other obstructions removed during construction, shall be replaced in a condition at least equal to their existing condition.

3.8 MAINTENANCE:

The Contractor shall, for a period of one (1) year after completion and final acceptance of the work, maintain and repair any trench or boring settlement which may occur, and shall make suitable repairs to any pavements, sidewalks, or other structures which may become damaged as a result of settlement. All such maintenance and repair shall be at the Contractor's expense.

END OF SECTION 312334

PART 1 - GENERAL

1.1 DESCRIPTION:

The work of this section consists of all items necessary to install the irrigation system required as indicated on the plans and includes, but not necessarily limited to:

Lawn and Shrub Sprinkler System
Automatic Controller and Remote Control Valves

1.2 RELATED WORK DESCRIBED ELSEWHERE:

Irrigation System, Trenching, and Backfilling - Section 312334

1.3 QUALITY ASSURANCE:

A. Qualifications of Installer

Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and material manufacturer's recommended methods of installation and who shall direct all work performed under this section.

Prior to beginning work on the irrigation system, all individuals involved in the irrigation portion of the project shall submit evidence of having satisfactorily completed the following training courses.

1. Solvent cement manufacturer's full training to include seminar module, field practice module, and bonder module, or approved equal.

B. Coordination of Work

All work of this section, and the installation of all lawns and all plant materials shall be performed by one Contractor.

C. Codes and Standards

In addition to complying with all pertinent codes and regulations, comply with the latest rules of the National Electrical Code for all electrical work and materials.

Where provisions of pertinent codes and standards conflict with the requirements of this section of these Specifications, the more stringent provisions shall govern.

D. Low Voltage Wiring

Contractor shall comply with all state requirements pertaining to the installation of low voltage wiring. Certification of compliance with all state requirements is required.

1.4 SUBMITTALS:

A. Material List

Before any irrigation system materials are delivered to the job site, submit to the Owner's Representative a complete list of all irrigation system materials proposed to be furnished and installed. A minimum of three copies of the submittal shall be provided.

Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data, and furnish the manufacturer's recommendations as to method of installation. Mark each copy to show which choices and options are applicable to project.

Do not permit any irrigation system component to be brought onto the job site until it has been approved by Owner's Representative.

B. Certifications

Provide copies of certifications required by this specification.

1.5 PRODUCT HANDLING:

A. Protection

Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installed work and materials of all other trades.

B. Replacements

In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.

1.6 TECHNICAL ASSISTANCE:

A. Responsibility

Contractor shall provide all manufacturer and other technical assistance as required for installation and adjustment of the complete irrigation system as specified.

PART 2 - MATERIALS

2.1 PIPE:

A. Plastic Pipe

Plastic pipe shall be rigid unplasticized PVC-200 as indicated on the plans, conforming to ASTM D-1784 and D-2241 standard specifications for PVC plastic pipe. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, deleterions, wrinkles, and dents.

All pipe shall be continuously and permanently marked with the following information.

Manufacturer's name or trademark, size, schedule and type of pipe, working pressure at 73 degrees F. and National Sanitation Foundation (N.S.F.) approval.

All mainlines shall be installed with solvent weld pipe joints. All laterals shall be installed with solvent weld pipe joints.

2.2 RISERS:

A. Drip Emitters

All drip emitters shall be on a ½" polyethylene flexible riser with Rain Bird SB series spiral barb fittings as indicated on the drawings, or equal approved in advance by the Owner's Representative.

B. Quick Coupling Valves

All quick coupling valves shall have an adjustable pre-assembled double swing joint riser. Swing joints shall be Lasco model G13S-218 or equal approved in advance by the Owner's Representative. Swing joints shall be 1" x 18" and shall be threaded both ends. The swing joint riser shall be of proper pipe size to match quick coupling valve threads.

2.3 MANUAL VALVES:

A. Gate Valves

All manual gate valves shall be 200 PSI rated.

All manual gate valves, sizes 2-1/2 inch and smaller, shall be 304 or 316 stainless steel, solid wedge type with integral taper seats and with non-rising stem, 200 WOG and shall be Leemco LGT-Series or equal accepted in advance by the Owner's Representative. Wheel handle shall be installed on all hand operated valves, cross handle shall be installed on all drain valves.

All manual gate valves of 3 inch size or larger shall be iron body, brass trimmed, resilient wedge type with integral taper seats and with non-rising stems, and shall be Leemco LMV-BB Series, Matco 10 RT Series or equal accepted in advance by the Owner's Representative.

2.4 VALVE BOXES:

A. General

All remote control valves, manual control valves, zone shut-off valves, gate valves or globe valves, quick coupling valves, grounding rods, flow sensors, and 120 volt and communication wiring splices, unless otherwise indicated, shall be installed in valve access box of proper size as required for easy access to the valve. All covers to be T-Cover type and locking. All valve boxes shall be of the same manufacturer. Locking bolts shall be installed on the underside of the retainer unless directed otherwise by the Owner's Representative.

B. Lateral, Isolation, Quick Coupling, and Drain Valves

Standard box for all lateral, isolation, quick coupling, and drain valves to be AEP 910L-1G2G, NDS 312BCB, or Rain Bird VB-10RND-H with locking green cover. Provide 4" PVC pipe sleeve valve box extensions as required.

C. Control Valves, Flow Sensors, and Blowout Devices

Standard box for all electric control valves, flow sensors, and blowout devices shall be AEP 1015T-1G2G, NDS 314BCB, or Rain Bird VB-STD-H with locking green cover. Provide matching valve box extensions as required. One control valve per box. A jumbo valve box shall be used at all drip control valves

D. Air Relief Valves

Standard box for air relief valves shall be AEP 1320-1G-2G, NDS 318BCB, or Rain Bird VB-STD-H with locking green cover. Provide matching valve box extensions as required.

E. Pull Boxes

Standard box for all electrical and communication cable pull boxes shall be AEP 1015T-1B2B, NDS 314BCB ELEC, or Rain Bird VB-STDBK-H with locking black or gray cover, electrical marking. Provide matching valve box extensions as required.

2.5 SPRINKLER HEADS:

A. General

Sprinkler heads or drip emitters shall be of the types and sizes as indicated on the plans. They shall be constructed of bronze, brass, stainless steel, cast iron and/or non-metallic materials.

All heads of a particular type and for a particular function in the system shall be of the same manufacture and shall be marked with the manufacturer's name and identification, in such a position that they can be identified without being removed from the system.

2.6 AUTOMATIC IRRIGATION CONTROLLERS:

Field controllers shall be model numbers and manufacturers as shown on the plans, or acceptable equal.

Field controllers shall be installed on approved concrete bases in accordance with the manufacturer's recommendations as shown on the Drawings.

Field controllers shall be installed with manufacturer's lightning and surge protection.

2.7 AUTOMATIC REMOTE CONTROL VALVES:

All remote control valves shall be of the same manufacturer as the selected automatic irrigation controller and shall be globe or angle pattern in type and model numbers as

indicated on the plans. All valves shall be 24-volt, with epoxy-sealed solenoid coils and throttling stem.

2.8 CONTROL CABLE:

All electrical control and ground wire shall be irrigation control cable as manufactured by Paige Electric Co., Box 368, Union, NJ 07083, telephone 800-327-2443 or equal approved in advance by the Owner's Representative. All control cable shall be 14-gauge and all common cable shall be 12-gauge unless otherwise indicated on the drawings, and rated for direct burial applications.

All wiring to be used for connecting the automatic remote control valve to the automatic controllers shall be 600 volt, soft drawn solid copper single conductor wire meeting the requirements of ASTM B-3 or B-8, -55° C to +60° C temperature rated with 0.045" polyethylene insulation. All control cable shall be marked with manufacturer identification, voltage rating, size and type and shall bear UL file number.

All cables shall be tested physically and electrically in accordance with UL Standard 493, and 83, paragraphs 28.1, 29.1 and 29.2. All reels and cartons shall bear UL labels.

All control or "hot" wires shall be of one color (black) and all common or "ground" wires shall be of another color (white). When more than one valve is operated by a single controller station provide separate control wire from the controller to each valve. All control cable shall run continuously from the controller to the valve without splicing.

Connection to remote control valve solenoid shall be made with 3M DBY/DBR Splice kits and located in valve the box.

Verification of wire types and installation procedures shall be checked to conform to local codes.

2.9 120 VOLT WIRING:

Electrical wire #8 and smaller shall be solid copper. Electrical wire #6 and larger shall be copper stranded. Insulation shall be polyvinyl chloride (PVC), type UF, direct burial rated, UL listed, 600 volt.

Whenever possible, splices shall be made only within controller pedestals. All splices not made within controller pedestals shall be approved in advance by the Owner's Representative and shall be installed with 3M Scotch Epoxy Splice kits and located in valve box as specified.

All 120 volt wiring shall be run in conduit, see details on plans. All wiring shall be done in accordance with applicable electrical codes and manufacturer's recommendations.

2.10 GROUNDING:

A. General

All controllers shall be properly grounded in accordance with manufacturer's installation requirements. Refer to details on plans.

2.11 FITTINGS:

A. General

All plastic pipe fittings shall be permanently marked with the following information:

Manufacturer's name or trademark, size, schedule and type of pipe, working pressure at 73 degrees F. and National Sanitation Foundation (N.S.F.) approval.

All plastic pipe fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, slip joint ring-tite seal, or screwed connections. Marlex fittings shall not be permitted.

Slip fitting socket taper shall be so sized that a dry unsoftened pipe end, conforming to these special provisions, can be inserted no more than halfway into the socket. Plastic flange fittings will not be permitted. Only schedule 80 fittings may be threaded.

When connection is plastic to metal, plastic male adaptors shall be used. The male adaptor shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be Teflon Tape.

B. Fittings- Solvent Weld

All lateral line fittings and mainline fittings 2-1/2" and smaller shall be schedule 40 solvent weld fittings. All threaded mainline fittings shall be schedule 80 solvent weld.

Fittings shall be manufactured by Lasco, Spears, or acceptable equal.

C. Fittings- Saddle Tees

2.12 SOLVENT CEMENT

All solvent cement and primer shall be manufactured by the same manufacturer for use together. Cement and primer products shall be manufactured with all virgin materials only. Solvent cement shall be NSF listed and shall meet or exceed ASTM D-2564. Solvent cement shall be heavy bodied, medium setting, and high strength. Solvent cement shall be Weld-On 711 PVC, Rectorseal Homer 828L, or equal. Primer shall be NSF listed and shall meet or exceed ASTM F-656. Primer color shall be purple.

2.13 OTHER MATERIALS:

A. Materials to be Furnished

Supply as part of this contract the following tools:

- Two keys for each automatic controller.
- Four quick coupler valve keys and matching hose swivel.
- Two isolation valve keys for each type of valve installed.
- Five emitters of each type installed.
- One automatic control valve and drip filter for each size and type installed.

The above equipment shall be turned over to the Owner at the conclusion of the project. Before final inspection can occur, evidence that the Owner has received materials must be shown to the Owner's Representative.

All other materials, not specifically described but required for a complete and proper irrigation system installation, shall be new, first quality of their respective kinds, and subject to the approval of the Owner's Representative.

B. Valve ID Tags

Identification tags shall be installed at all remote control valves. Tags shall be yellow in color and approximately 2.25" x 2.75". Tags shall be Christy's model No. ID-STD-Y1, or equal approved in advance. Manufacturer shall be T. Christy Enterprises, Inc., 714-507-3300.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS:

A. Inspection

Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.

B. Discrepancies

In the event of discrepancy, immediately notify the Owner's Representative.

Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

Beginning of installation means acceptance of existing conditions by installer.

3.2 FIELD MEASUREMENTS:

Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design.

3.3 TRENCHING AND BACKFILLING:

A. General

Perform all trenching and backfilling as specified by Section 312334 of this Specification.

3.4 INSTALLATION OF PIPING:

A. General

Layout the piping system in strict accordance with the plans.

Where piping is shown on the plans to be under paved areas but running parallel and adjacent to planted areas, the intention is to install the piping in the planted areas.

B. Pipe Depth

All mainlines shall be installed with 18" minimum cover over the pipe. All laterals shall be installed with 12" minimum cover over the pipe.

C. Line Clearance

All lines shall have a minimum clearance of 4 inches from each other, and 6 inches from lines of other trades, except through pipe sleeves.

Parallel lines shall not be installed directly over one another.

D. Inspection of Pipe and Fittings

Carefully inspect all pipe and fittings before installation, removing all dirt, scale, and burrs and reaming as required; install all pipe with all markings up for visual inspection and verification.

E. Plastic Pipe

Plastic pipe shall be installed in a manner so as to provide for expansion and contraction as recommended by the manufacturer.

All plastic joints shall be solvent-weld joints or slip seal joints. Only the solvent cement recommended by the pipe manufacturer shall be used. All plastic pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer and it shall be the Contractor's responsibility to make arrangements with the pipe manufacturer for any field assistance that may be necessary. The Contractor shall assume full responsibility for the correct installation.

All plastic to metal joints shall be made with plastic male adaptors.

The solvent-weld joints shall be made dry.

The solvent-weld joints shall be allowed to set at least 24 hours before pressure is applied to the system on PVC pipe.

3.5 INSTALLATION OF EQUIPMENT:

A. General

All fittings, valves, etc. shall be carefully placed in the trenches as shown on the plans.

All control wires shall be clearly labeled, by station using weatherproof material, both at the controller and at the valve. All remote control valves shall be clearly labeled using a valve ID tag attached to the valve with a cable zip tie. Station/valve identification shall be clearly marked on the tag. All remote control valves with pressure regulating devices shall be properly adjusted according to the manufacturer's recommendations to provide the specified pressure.

3.6 TESTING AND INSPECTION:

A. Closing-in Uninspected Work

Do not allow or cause any of the work in this section to be covered up or enclosed until it has been inspected, tested, and approved by the Owner's Representative.

Where trenches are not closed at the end of the day Contractor shall accept all liability for any damage or injury that may result from open trenches. Provide barricades and warning tape as necessary around all open trenches.

B. Flushing

Before backfilling the mainline, and with all control valves in place, but before lateral pipes are connected, completely flush and test the mainline and repair for all leaks; flush out each section of lateral pipe before sprinkler heads are attached.

C. Testing

Make all necessary provisions for thoroughly bleeding the line of air and debris.

Before testing, fill the line with water for a period of at least 24 hours.

After valves have been installed, test all live water lines for leaks at a pressure of 100 psi for a period of two hours, with all couplings exposed and with all pipe sections centerloaded.

Furnish all necessary testing equipment and personnel.

Correct all leaks and retest until acceptance by the Owner's Representative.

D. Final Inspection

Thoroughly clean, adjust, and balance all systems.

Demonstrate the entire system to the Owner's Representative, proving that all remote control valves are properly balanced, that all heads are properly adjusted for radius and arc of coverage, and that the installed system is workable, clean, and efficient.

3.7 INSTRUCTIONS:

A. Record Drawings

Record accurately on one set of black and white prints of the site plan all installed work including both pressure and non-pressure lines.

Upon completion of each increment of work, transfer all such information and dimensions to the print. The dimensions shall be recorded in a legible and workmanlike manner. Maintain as-built drawings on site at all times.

All payment requests shall be accompanied by interim record drawings showing all work completed to that date. No payment request will be processed without an acceptable interim record drawing. Finished record drawings must be received and approved by the Owner's Representative before final payment will be approved.

Make all notes on drawing in pencil (no ball point pen). When the work has been completed, transfer all information from the field record print to a set of reproducible drawings.

Dimension from two permanent points of reference (buildings, monuments, sidewalks, curbs, pavement, etc.). Locations shown on as-built drawings shall be kept day to day as the project is being installed. All dimensions noted on drawings shall be 1/8-inch in size (minimum).

Show locations and depths of the following items:

- Point of connection
- Routing of sprinkler pressure lines (dimension maximum 200 feet along routing and at all changes in direction)
- Gate valves
- Sprinkler control valves
- Quick coupling valves
- Routing of control and power wires
- Sprinkler heads
- Other related equipment

B. Controller Charts

As-built drawings must be approved by Owner's Representative before charts are prepared.

Provide one controller chart for each controller supplied showing the area covered by automatic controller, of the maximum size controller door will allow.

The chart is to be a reduced drawing of the actual as-built system. Chart shall be CAD drafted and plotted on waterproof paper, with different colored shading used to show area of coverage for each station. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic. The chart shall be mounted in the controller using Velcro or equal type of semi-permanent fastening device.

All controller charts must be completed and approved prior to final payment.

C. Operation and Maintenance Manuals

Prepare and deliver to the Owner's Representative within ten calendar days prior to completion of construction, all required and necessary descriptive material in complete detail and sufficient quantity, properly prepared in four individually bound copies of the operations and maintenance manual. Manuals are to be indexed (thumb- tabbed). The manual shall describe the material installed and shall be in sufficient detail to permit operating personnel to understand, operate and maintain all equipment. Spare parts lists and related manufacturer information shall be included for each equipment item installed. Each complete, bound manual shall include the following information.

1. Index sheet stating Contractor's address and telephone number, duration of guarantee period, list of equipment with names and addresses of local manufacturer representatives.
2. Product Data: One copy of each Product Data submittal required by Contract Documents.
3. Complete operating and maintenance instructions on all major equipment.
4. Complete parts lists and tables for all major equipment installed.
5. Table showing all measured resistance-to-ground values as measured at all grounding locations.
6. Print outs showing initial programming settings.
7. Step by step instructions for winterization.
8. Step by step instructions for spring start up.

In addition to the above maintenance manuals, provide the maintenance personnel with instructions for system operation and show written evidence to the Owner at the conclusion of the project that this service has been rendered.

Digital O & M manuals are preferred. Following approval of the digital O&M manual, Contractor shall provide up to 2 hard copies of the manual.

3.8 ADJUSTMENT AND BREAK IN:

A. System Operation

During and following installation of the irrigation system, the Contractor shall operate the irrigation system as required to maintain healthy plant material for a minimum of two weeks. During this period the irrigation system shall be proofed, adjusted, programmed and thoroughly tested.

The substantial completion inspection shall only be performed following completion of this requirement. The Contractor shall continue to operate the irrigation system until the project is substantially complete as determined by the Owner's Representative.

3.9 GUARANTEE PERIOD:

A. Guarantee

The entire irrigation and water system shall be guaranteed to give satisfactory service for a period of one year from date of final completion.

Should any trouble develop within the time specified above due to inferior or faulty materials or workmanship, the trouble shall be corrected at no expense to the Owner.

Any and all damages resulting from faulty materials or workmanship shall be repaired by the Contractor to the satisfaction of the Owner, at no cost to the Owner.

B. Guarantee Period Services

The Contractor shall winterize the system and perform spring start-up of the system during the guarantee period. These functions shall be coordinated in advance with the Owner, and the Owner's personnel shall be encouraged to participate.

Upon re-energizing the system, the Contractor shall repair any leaks or breaks and shall check each head and valve, making any adjustment necessary.

END OF SECTION 328400

PART 1 - GENERAL

1.1 DESCRIPTION:

The work of this section consists of furnishing all plants, labor, equipment, and performing all planting of trees, shrubs and groundcovers.

1.2 RELATED WORK DESCRIBED ELSEWHERE:

Irrigation System - Section 328400

1.3 QUALITY ASSURANCE:

A. Qualification of Workmen

Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed, the best methods for their installation, and who shall direct all work performed under this section.

B. Coordination of Work

All work of this section, and the installation of all irrigation systems and all lawns shall be performed by one Contractor.

1.4 STANDARDS:

All plants and planting materials shall meet or exceed the Specifications of federal, state, and county laws requiring inspection for plant disease and insect control. Quality and size shall conform with the current edition of American Standards for Nursery Stock, ANSI Z60.1, as adopted by the American Association of Nurserymen, and with the schedule shown on the plans.

All plants shall be true to name and one of each bundle or lot shall be tagged with the name and size of the plants in accordance with the standards of practice of the American Association of Nurserymen. In all cases, botanical names shall take precedence over common names.

1.5 SUBMITTALS:

A. Samples

Before any mulch is delivered to the job site, submit a 1 cubic foot minimum sample of the proposed mulch to the Owner's Representative for approval.

Before any topsoil is delivered to the job site, submit a 1 cubic foot minimum sample of the proposed topsoil to the Owner's Representative for approval.

B. Materials

Before any planting materials are delivered to the job site, submit to the Owner's Representative a complete list of all plants and other items proposed to be installed. Include complete data on source, size, and quality. Demonstrate complete conformance with the requirements of this section.

This shall in no way be construed as permitting substitution for specific items described in the plans or these Specifications unless the substitution has been approved in advance by the Owner's Representative.

C. Record Drawings

During the course of the installation, carefully record in red line on a print of the planting plans all changes made to the planting system layout during installation. Deliver this drawing to the Owner's Representative at final inspection.

D. Certificates

All certificates required by law shall accompany shipments. Upon delivery of plants, deliver all certificates to the Owner's Representative.

E. Test Results

Provide test results and fertilizer and amendment recommendations for imported topsoil.

1.6 PRODUCT HANDLING:

A. Delivery and Storage

Deliver all items to the site in their original containers with all labels intact and legible at time of inspection. The Owner's Representative shall designate a storage or holding area. Upon delivery of plants the Contractor shall protect and maintain the plant materials until they are planted.

Immediately remove from the site all plants which are not true to name and all materials which do not comply with the provisions of this section of these specifications.

Use all means necessary to protect plant materials before, during and after installation and to protect the installed work and materials of all other trades.

1.7 INSPECTION:

The Contractor shall inform the Owner's Representative prior to starting his planting operation allowing enough time for the Owner's Representative to provide inspection of the operation. The Contractor will notify the Owner's Representative as each operation is completed and request inspection and approval prior to initiating any additional work.

PART 2 - MATERIALS

2.1 PLANT MATERIALS:

A. General

Plant materials shall mean trees, shrubs, groundcovers and plants of all descriptions, required to be furnished for the project, in accordance with the plans and specifications. All plant material must be true to name, which shall conform to Standardized Plant Names of the American Joint Committee on Horticultural Nomenclature, and shall be legibly tagged with the name and size of the material according to the general nursery practice as recommended by the American Association of Nurserymen.

All plants shall be first class representatives of their normal species or varieties. Unless otherwise specified, plants shall have average or normally developed branch systems and vigorous root systems. Plants shall be free from scale, disfiguring knots, sun scald injuries, abrasions of the bark, or other objectionable blemishes. Weak plants will not be accepted. Plants must show appearance of normal health and vigor in strict accordance with these Specifications. All stock shall be nursery grown.

All trees specified as "balled and burlapped" shall be field grown only.

All plant material shall comply with state and federal laws with respect to inspection for plant disease and infection. Any inspection certificates required by law shall accompany each shipment, invoice, or order of stock.

When planted in masses, plants shall be subject to tests that will eliminate more than twenty (20%) percent variance from uniform size and that will ensure at least fifty (50%) percent conformity to larger rather than smaller sizes (i.e., 8' - 10').

B. Inspection

All plant material shall be subject to approval and inspection at any place, before, during and/or after planting. Any plant material not approved by the Owner's Representative shall be immediately removed from the site. No plant material shall be accepted with loose or broken balls.

2.2 OTHER MATERIALS:

A. Guying Materials

Stakes shall be 6-foot steel tee posts, 2 per tree. Guys shall be pliable 14 gauge galvanized soft steel wire. Provide 1-1/2" x 18" nylon straps with grommets at both ends around tree trunk.

B. Mulch

Mulch shall be 2-1/2" – 4" limestone as provided by Montana Limestone Company for all planters areas. Submit samples for approval prior to installation.

C. Peat

Peat shall be Sphagnum peat, sedge peat moss. Furnish air-dried, finely shredded, pH between 5.5 and 6.5, containing no more than thirty-five (35%) percent moisture by weight.

D. Weed Barrier Fabric

Weed barrier fabric shall be Typar 3301, as manufactured by Reemay, 70 Old Hickory Blvd., Old Hickory, TN 37138 telephone 800-284-2780 or approved equal.

2.3 IMPORTED TOPSOIL:

All topsoil for this project shall be imported. Imported topsoil shall be loose, friable, loamy soil free of excess acid and alkali. Topsoil shall not contain objectionable amount of sod, hard lumps, gravel, sub-soil, sticks, roots, trash, or other undesirable material. Topsoil shall be free of stones 1 inch or larger. Imported topsoil must be tested and approved prior to importing. Submit certification that topsoil has supported growth of healthy crops, turf, etc. prior to importing.

Topsoil shall comply with ASTM D 5268. Provide topsoil analysis by a qualified soil-testing laboratory stating the material meets the following requirements:

<u>Parameter</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Optimal</u>
1. pH:	5.5	7.0	6.5
2. Nitrates, mg/kg	1.0	150	20
3. Organic matter (%):	2	10	> 3.0
4. Olsen Phosphorus (mg/kg):	1	150	> 50
5. Potassium (mg/kg):	100	1500	> 500
6. Sodium (meq/100g):	n/a	2.0	< 1.0
7. Calcium (meq/100g):	0.2	5.0	> 0.3
8. Sulfate (mg/kg):	1	1,500	> 20
9. Conductivity (mmhos/cm):	n/a	2.0	< 1.0
10. Sodium Absorption Ratio (SAR)	n/a	6.0	
11. Lime (qualitative):	n/a	Moderate	Slight
12. Sand (%):	15	60	
13. Silt (%):	10	60	
14. Clay (%):	5	30	

Topsoil testing shall be performed by Energy Laboratories in Billings, Montana, (406) 252-6325. Test results shall be reviewed by a certified agronomist. Test results shall be reported in the units listed above. Test results shall also include certified recommendations for amendments and fertilizers required to adjust topsoil to meet the specified "Optimal" requirements. Contractor shall pay for all costs associated with testing. Contractor shall apply any necessary amendments and fertilizers at no additional cost to the Owner.

2.4 PLANTING MIXTURE:

A. Topsoil

The topsoil shall be loose, friable, and shall contain an ordinary amount of humus. It shall contain no lumps of soil, rocks larger than 1 inch, or sticks, roots, and other debris. It shall be sufficiently fertile to sustain normal healthy plant growth and shall not have a pH value higher than 7.0 or lower than 5.5. The topsoil shall be delivered in an unfrozen and non-muddy condition and must meet the approval of the Owner's Representative.

B. Preparation

Planting backfill used around trees shall be topsoil mixed with peat moss at the rate of five parts soil to one part peat. All planting mix shall be blended in batches, not mixed in the plant pits. The above mixture is mixed with Sierra Blend 16-8-12 plus minors, as manufactured by Grace/Sierra, 1001 Yosemite Drive, Milpitas, CA 95035 telephone 1-800-492-8255, or approved equal slow release fertilizer, at rates as recommended by the manufacturer. The top 6", minimum, of all tree pits shall be backfilled with approved topsoil.

Planting backfill used around shrubs, perennials, and groundcover plants shall be topsoil mixed with peat moss at the rate of three parts soil to one part peat. All planting mix shall be blended in batches, not mixed in the plant pits. The soil mixture shall contain Sierra Blend 16-8-12 plus minors, or approved equal slow release fertilizer, at rates as recommended by the manufacturer.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS:

A. Inspection

Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that planting may be completed in accordance with the original design and the referenced standards.

B. Discrepancies

In the event of discrepancy, immediately notify the Owner's Representative. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

Beginning of installation means acceptance of existing conditions by installer.

3.2 TOPSOIL:

Prior to placing topsoil, scarify and loosen the top 4" of the subgrade. 18" of topsoil shall be placed over the entire site to receive plantings.

All fertilizers and amendments recommended by the agronomist shall be applied and incorporated in to the topsoil prior to beginning any planting operations.

3.3 PLANTING TREES, SHRUBS, AND PERENNIALS:

A. General

Plant nursery stock immediately upon delivery to the site and approval by the Owner's Representative except that, if this is not feasible, heal-in all balled material with damp soil and protect from sun and wind. Regularly water all nursery stock in containers, and place them in a cool area protected from sun and drying winds.

B. Excavation of Plant Holes

Excavation shall be accomplished in such a manner as to provide a 1 inch drop from all pavements to the finished surface of beds. Excavate shrub pits to provide not less than 6 inches of planting mixture beyond the side of the container and at least 6 inches deeper than the container, but in no case shall depth be less than 16 inches below finished grade. Side of excavation shall be substantially vertical and the bottom shall be parallel to finished grade.

Tree pits shall be wide and dished, see details. Depth of pit below finish grade shall be at least 6 inches greater than the depth of the ball. Diameter of pits for all trees shall be at least twice the maximum diameter of the tree ball or root system.

Refer to drawings for over excavation requirements at tree pits.

E. Planting Operation

Trees and shrubs shall be supplied in sizes shown on the Landscaping Plan with all plants "Balled and Burlapped" or containerized. Containerized or container grown trees will not be acceptable. During planting operations, the nursery stock shall not be exposed to the sun, drying winds, or winter freezing. Roots of evergreens shall not be exposed to the air.

Planting may be executed at any time between March 1 and September 30, provided the ground is not frozen. The Contractor shall take all precautions he deems necessary against desiccation, freezing, or other potential damage to plant materials due to weather conditions existing or that may be expected at the time of planting and during the maintenance and guarantee periods.

Roughen the sides of all excavations to break any glazing that may have occurred during excavation. Handle all "Balled and Burlapped" shrubs and trees by the earth ball and not by the top, exercising care not to drop or loosen the ball. Remove all burlap and wire baskets from the tree balls. Before planting, inspect the ball. Prune off any girdling or misformed roots and remove excess soil. Ensure that the root flare is above the soil and the root system is open and ready for backfilling. Set the tree so the root flare will be visible above the finish grade.

The plant hole shall be backfilled with planting mixture as specified, placed in layers around the ball. Each layer shall be carefully tamped in place in a manner to avoid injury to the ball or disturbing the position of the plant. When approximately two-thirds of the plant hole has been backfilled, the hole shall be filled with water and the soil allowed to settle around the roots. After the water has been absorbed, the plant hole shall be filled with planting mix and topsoil and again watered in by flooding. Any settlement shall be brought to grade with topsoil.

In the case of planting in the open on hot days, shorten the time between planting and watering.

3.4 STAKING TREES:

Provide two stakes per tree. Stakes shall be driven outside the root ball. The trees should be supported by the guys, but still able to sway slightly. Do not have wire taut. Staking is not mandatory. See detail.

3.5 PLACING BOULDERS:

A. General

Layout boulders approximately as shown on plans, providing room for installation of plants. Select boulders to complement one another, and to present a naturalistic appearance and grouping.

Handle boulders with care and protect lichens at all times. Boulders with chips, dings, scars, scratches or any other defacements shall be subject to rejection by the Owner's Representative at any time. Any boulder rejected shall be immediately removed from the job and replaced by a boulder of similar size and character.

Do not cover lichens with dirt or expose to other adverse conditions. Upon completion of setting, carefully rinse away any accumulated dirt from lichens with a gentle water spray.

B. Setting Boulders

Set all boulders to grade, emulating natural conditions and angles. Raise or lower boulders as needed so that top of topsoil line visible on boulders is completely covered by a minimum of 2" mulch.

3.6 MULCHING:

A. General

All beds will be cultivated following the general shape of the basins or beds as indicated on the plans. Install all weed barrier strictly in conformance with manufacturers recommendations and installation procedures. Weed barrier shall be laid on topsoil in all shrub beds following plant installation. Weed barrier shall be completely covered by mulch. Anchor weed barrier with plastic stakes provided placed 4' o.c. around edges and along splices. Lap all splices a minimum 2". No weed barrier is to be placed in beds to receive perennial or annual plants.

B. Mulching

Apply 3" – 4" mulch in all tree saucers. Maintain mulch 3" away from the tree trunk.

Apply the mulch to a depth of 3", evenly spread over the entire area of each shrub bed.

Apply 2" – 3" of mulch in and around perennial areas.

Adjust mulch depth as required to provide full coverage of weed barrier.

3.7 PRUNING:

The brushed or broken parts of large or fleshy roots shall be cut off smooth before planting. The tops of deciduous plants shall be pruned either before or immediately after planting by removing one-third to one-half of the top by thinning out and/or heading back the stems and top branches, and shall be done so that the plant retains its natural form. Except when heading back, all cuts shall be made flush with the trunk or branch. Evergreen plants shall not be pruned except to remove dead or broken branches.

Trees and shrubs that have been so badly pruned as to spoil their form and usefulness shall be removed and replaced.

3.8 INSPECTION:

A. Scheduling

In addition to the normal progress inspections, schedule and conduct the following formal inspections, giving the Owner's Representative at least 48 hours prior notice of readiness for inspection.

1. Inspection of plants in containers prior to planting.
2. Inspection of plant locations, to verify compliance with the plans.
3. Substantial completion inspection after completion of planting. Schedule the substantial completion inspection sufficiently in advance, and in cooperation with the Owner's Representative so that final inspection may be conducted within 24 hours after completion of planting.
4. Final inspection at the end of the maintenance period, provided that all previous deficiencies have been corrected.

3.9 INSTRUCTIONS:

A. Operation and Maintenance Manuals

Prepare and deliver to the Owner's Representative within ten calendar days prior to completion of construction, all required and necessary descriptive material in complete detail and sufficient quantity, properly prepared in four individually bound copies of the operations and maintenance manual. Manuals are to be indexed (thumb- tabbed). The manual shall describe the material installed. Each complete, bound manual shall include the following information.

1. Index sheet stating Contractor's address and telephone number, duration of guarantee period, list of equipment and materials with names and addresses of local manufacturer representatives.
2. Product Data: One copy of each Product Data submittal required by Contract Documents.
3. Maintenance recommendations for all plant material for use by the Owner during the guarantee period.

3.10 MAINTENANCE:

A. General

Maintain all planting, starting with the delivery of plant materials and continuing until completion of job. Maintenance shall include all watering, weeding, cultivating, spraying, and pruning necessary to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive throughout the maintenance period. Provide all equipment and means for proper application of water. Protect all planted areas against damage, including erosion and trespassing, by providing and maintaining prior safeguards.

If any tree, shrub, or plant bed settles more than 1 inch below the established grade, the plant shall be raised to the proper level and not merely covered with additional mulch.

B. Replacements

At the end of the maintenance period, all plant material shall be in a healthy growing condition.

During the maintenance period, should the appearance of any plant indicate weakness and probability of dying, immediately replace the plant with a new and healthy plant of the same type and size without additional cost to the Owner.

Continue the maintenance period at no additional cost to the Owner until all previously noted deficiencies have been corrected at which time the final inspection shall be made. When final inspection is made and deficiencies are noted, the maintenance period will continue until such deficiencies are corrected at no additional cost to the Owner.

3.11 GUARANTEE:

A. Time Frame

Guarantee all plant materials to remain healthy and in a vigorous growing condition for a period of 1 year following final completion. The final inspection shall be one year from the date of final completion.

B. Replacements

All plants rejected during final inspection shall be replaced immediately by new healthy plants of equal size. All replacements shall be the same species as originally installed.

END OF SECTION 329300

DIVISION 3 CONCRETE

*The Above Division is Included
Herein by Reference, Refer to the
City of Sheridan Specifications for
Street and Utility Construction, 2016
Edition*

DIVISION 4 (NONE)

DIVISION 5

METALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

The work covered in this section shall include all Pedestrian Railing required to be installed under the contract.

1.02 RELATED WORK - NONE

1.03 RESPONSIBILITY FOR MATERIALS:

The CONTRACTOR shall be responsible for all such material furnished by him and shall replace, at his own expense, all such material found defective in manufacture or damaged in handling after delivery by the manufacturer. This shall include the furnishing of all materials and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work, or during the one-year correction period.

The CONTRACTOR shall be responsible for the safe storage of material furnished by him or to him and accepted by him and intended for the work. The interior of all pipe and other accessories shall be kept free from dirt and foreign matter at all times.

1.04 SUBMITTALS:

Submittals shall be required for all materials which are being furnished in accordance with this section.

PART 2 - PRODUCTS

The material for the Pedestrian Railing shall be as shown in the plans and details.

Ensure steel tubing is in accordance with ASTM A 500 (Grade A or B) or ASTM A 501. Ensure the steel plates, angles, sleeves, and bars are in accordance with ASTM A 709 (Grade 36). Ensure the steel components are not galvanized.

Ensure the pedestrian railing is powder coated in accordance with the Special Provisions. Ensure the top coat color for all components of the pedestrian railing is Burgundy (RAL 3005).

All materials and powder coating finish are subject to final acceptance on the site. Remove rejected materials from the site and replace with acceptable materials at no additional cost to the OWNER.

PART 3 - EXECUTION

3.01 PEDESTRIAN RAILING:

Fabrication and installation of the Pedestrian Railing shall be in accordance with the approved shop drawings and manufacturer's instructions. The railing shall be square and parallel to the

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 5 – METALS

SECTION 05521 – PEDESTRIAN RAILING

ramp and landing areas as well as free from distortion or defects detrimental to appearance or performance. Shimming of the floor flanges will be required to provide a distortion-free railing system.

Expansion joints shall be provided as needed to allow for thermal expansion or contraction.

Defective work shall be replaced with material that meets the specification requirements.

After installation of the railing, paint the exposed anchor bolts, high strength bolts, and associated hardware with a urethane or acrylic enamel touch-up paint that matches the top coat color as recommended by the powder coating supplier. Mask adjacent powder coated surfaces of the pedestrian railing to ensure that the paint does not overrun the powder coated surface.

END OF SECTION 05521

PART 1 - GENERAL

1.01 WORK INCLUDED:

The work covered in this section shall include all Steel Fence Railing required to be installed under the contract.

1.02 RELATED WORK - NONE

1.03 RESPONSIBILITY FOR MATERIALS:

The CONTRACTOR shall be responsible for all such material furnished by him and shall replace, at his own expense, all such material found defective in manufacture or damaged in handling after delivery by the manufacturer. This shall include the furnishing of all materials and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work, or during the one-year correction period.

The CONTRACTOR shall be responsible for the safe storage of material furnished by him or to him and accepted by him and intended for the work. The interior of all pipe and other accessories shall be kept free from dirt and foreign matter at all times.

1.04 SUBMITTALS:

Submittals shall be required for all materials which are being furnished in accordance with this section.

PART 2 - PRODUCTS

The material for the Steel Fence Railing shall be as shown in the plans and details.

Ensure steel tubing is in accordance with ASTM A 500 (Grade A or B) or ASTM A 501. Ensure the steel plates, angles, sleeves, and bars are in accordance with ASTM A 709 (Grade 36). Ensure the steel components are not galvanized.

Ensure the steel fence railing is powder coated in accordance with the Special Provisions. Ensure the top coat color for all components of the pedestrian railing is Burgundy (RAL 3005).

All materials and powder coating finish are subject to final acceptance on the site. Remove rejected materials from the site and replace with acceptable materials at no additional cost to the OWNER.

PART 3 - EXECUTION

3.01 STEEL FENCE RAILING:

Fabrication and installation of the Steel Fence Railing shall be in accordance with the approved shop drawings and manufacturer's instructions. The railing shall be square and parallel to the ramp and landing areas as well as free from distortion or defects detrimental to appearance or

performance. Shimming of the floor flanges will be required to provide a distortion-free railing system.

Expansion joints shall be provided as needed to allow for thermal expansion or contraction.

Defective work shall be replaced with material that meets the specification requirements.

After installation of the fence railing, paint the exposed anchor bolts, high strength bolts, and associated hardware with a urethane or acrylic enamel touch-up paint that matches the top coat color as recommended by the powder coating supplier. Mask adjacent powder coated surfaces of the fence railing to ensure that the paint does not overrun the powder coated surface.

END OF SECTION 05530

DETAILS

Included in the Plans

Supplementary Specifications

NONE

FORMS

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

NOTICE OF AWARD

Dated _____, 20 _____

TO: _____
(BIDDER)

ADDRESS: _____

PROJECT: _____

You are notified that your Bid dated _____, 20____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for

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

The Amount of your Contract is _____ Dollars (\$_____).

Three copies of each of the proposed Contract Documents accompany this Notice of Award. Also included are three copies of the Contract Agreement.

You must comply with the following within ten days of the date of this Notice of Award:

1. Deliver to the ENGINEER three fully executed counterparts of the Agreement.
2. Deliver the required Insurance Certificates and Performance and Payment Bonds as specified in the Contract Documents.
3. (List other conditions) _____

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

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

Please acknowledge your receipt of this notice in the space provided below and return a copy along with any and all future project correspondence to _____

(Engineer name and address)

Receipt Acknowledged:

By: SHERIDAN COUNTY

(Owner's Authorized Representative)

Title

By: _____
Representative

Title

Date

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

NOTICE TO PROCEED

TO: _____ DATED: _____, 20____
(CONTRACTOR)

ADDRESS: _____

PROJECT NAME: _____

OWNER'S CONTRACT NO.: _____

You are notified that the Contract Time 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, you must (add requirements):

(Sheridan County)

By: _____
(Authorized Signature)

(Title)

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

RETAINAGE FORMS FOR ESCROW ACCOUNT

PROJECT _____

CONTRACTOR _____

DATE OF CONTRACT _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

CERTIFICATION

I, _____, a duly authorized representative of _____ (Depository) of _____, do hereby certify that Account # _____ has been set up by _____ (CONTRACTOR). I further certify this account meets all of the following criteria:

- 1.) All costs of establishing this account and maintaining this account will be paid by the CONTRACTOR;
- 2.) All interest and income paid on this account will be paid to the CONTRACTOR in accordance with W.S. 16-6-705;
- 3.) For tax purposes, interest accrued on this account will be reported in the name and tax number of the CONTRACTOR;
- 4.) No funds paid into this account shall be released to the CONTRACTOR, until a fully executed Retainage Release form has been received from the OWNER. A sample copy of this form and authorized signatures are on file with the Depository;
- 5.) Upon notification by OWNER that all or a portion of the funds in this account are due and owing to the OWNER as a result of the acts or omissions of the CONTRACTOR, such amount shall be paid to OWNER;
- 6.) This account has been assigned by the CONTRACTOR to the OWNER;
- 7.) All responsibility and liability for the safety of these funds lie with the CONTRACTOR and this Depository;
- 8.) This Depository shall provide an agent for the account, at no cost to the OWNER, as provided in the Interest Bearing Deposit Agreement with the OWNER; and
- 9.) Attached to this Certification is written notice of this account by CONTRACTOR to the CONTRACTOR's surety.

Signed: _____

Title: _____

Notary

My Commission Expires: _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

INTEREST BEARING DEPOSIT AGREEMENT

Pursuant to U.S. 16-6-704 it is agreed this date between Sheridan County (OWNER) and _____ (Depository) of _____ the Depository designated by _____ (CONTRACTOR) as follows:

- 1.) The CONTRACTOR has provided the required approval of surety, a copy of which is attached.
- 2.) The Depository shall provide an agent for the custodial care and servicing of any deposits placed with the Depository in the account named in the attached Certification, which is made a part hereof.
- 3.) The services provided by the Depository shall include the safekeeping of the obligations and the rendering of all services to effectuate the purposes of the aforementioned account.
- 4.) Any expense incurred for these services shall not be charged to the OWNER.
- 5.) No funds shall be deposited in the account other than retainage on the construction contract between OWNER and CONTRACTOR and CONTRACTOR shall not allow any commingling of retainage with other funds. The Depository shall collect all interest and income when due and shall pay them when and as collected to the CONTRACTOR or as otherwise instructed by the CONTRACTOR.

DEPOSITORY:

OWNER: Sheridan County

By: _____

By: _____

Date: _____

Date: _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

ASSIGNMENT

WHEREAS, _____, hereinafter referred to as ASSIGNOR, has been awarded a contract to construct the _____ for the Sheridan County, hereinafter referred to as ASSIGNEE, through funds provided by the Sheridan County and _____, hereinafter referred to as _____, and pursuant to the provisions of W.S. 16-6-702, ASSIGNOR is required to assign to ASSIGNEE a retainage account which is in the name of ASSIGNOR.

ASSIGNOR does hereby assign and transfer to ASSIGNEE its right, title and interest in and to Account # _____ established at _____. This agreement shall be conditioned upon the ASSIGNEE agreeing to release the funds in this account and return them to ASSIGNOR upon the satisfactory completion of the aforementioned construction contract and upon the final acceptance by ASSIGNEE and the _____ of the contract work. ASSIGNEE may, prior to final acceptance, and with the express written approval of the _____, authorize a release of a part of the funds held within the account, assigned to ASSIGNEE, in the manner provided by W.S. 16-6-702. The release of any funds from the account shall be made only upon the joint signatures of the authorized representatives of both the ASSIGNEE and the _____, by written request from ASSIGNOR, and with written approval from any surety furnishing bonds for the contract work. The conditions of the attached Certification and the attached Interest Bearing Deposit Agreement are binding hereto and a part hereof.

DATED this _____ day of _____, 20_____.

ASSIGNOR:

ASSIGNEE: Sheridan County

By: _____

By: _____

ATTEST

ATTEST

By: _____

By: _____

RETAINAGE RELEASE

The undersigned representative of the OWNER does hereby authorize _____
_____ (Depository) to release _____
_____ (Dollars) \$_____ and all accrued interest in funds from
Account # _____, held in the name of _____
_____ (CONTRACTOR) on or after _____, 20____. The
written approval from any surety furnishing bonds for the contractor work is attached hereto.

OWNER: _____ SHERIDAN COUNTY _____

By: _____

Date

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

ENGINEER'S FIELD ORDER

SHERIDAN COUNTY

☐ Owner
☐ Contractor

☐ Field
☐ File

PROJECT: Brooks Street Greenspace

FIELD ORDER NO.: _____

OWNER: SHERIDAN COUNTY

DATE: _____

TO: _____

ENGINEER: Morrison-Maierle

ENGINEER'S PROJECT NO. 6017.002

CONTRACT DATE: _____

In accordance with the General Condition Article 11, the Engineer hereby authorizes the minor variations in the Work described below which do not involve a change on Contract Time or Contract Price and are consistent with the overall intent of the Contract Documents. This Field Order is binding on the Owner and also on the Contractor, who shall perform the Work involved promptly. If Contractor believes this Field Order justifies an increase in Contract Price or an extension in Contract Time, Contractor may make a claim as provided in General Condition Articles 13.

DESCRIPTION:

ATTACHMENTS: Yes _____ No _____

ENGINEER:

BY: _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

ENGINEER'S FIELD ORDER – FORCE ACCOUNT

☐ Owner
☐ Contractor

☐ Field
☐ File

PROJECT: _____

FIELD ORDER NO.: _____

OWNER: SHERIDAN COUNTY

DATE: _____

TO: _____

ENGINEER: Morrison-Maierle

ENGINEER'S PROJECT NO. 6017.002

CONTRACT DATE: _____

In accordance with the General Conditions, the Engineer hereby authorizes the variation in the Work or additional Work described below which does not involve a change on Contract Time or Contract Price, and is consistent with the overall intent of the Contract Documents. Payment for any additional work will be under the "Force Account" or "Miscellaneous Additional Work" bid item (if included in the Bid Schedule for this particular project), therefore this Field Order does not increase the Contract amount. This Field Order is binding on the Owner and also on the Contractor, who shall perform the Work involved promptly.

The Engineer will determine whether Bid Unit Prices, Time and Materials, or agreed-to Lump Sum applies to the calculation of any additional work paid under this Field Order. The Engineer will calculate time involved if Time and Materials is used, and only time actually spent on completing the additional work will apply. The Engineer will present the Contractor a tabulation of hours for labor and equipment for the Force Account work at the end of each day, unless agreed otherwise with the Contractor.

Unit prices and mark-up for Time and Materials work will be per approved labor and equipment rates that comply with both the General Conditions and Modifications to the General Conditions, and invoice price for materials plus allowed mark-up.

The Force Account bid item will only be used when pre-approved by the Engineer.

DESCRIPTION: _____

ATTACHMENTS: Yes _____ No _____

ENGINEER: _____

BY: _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

WORK CHANGE DIRECTIVE

☐ Owner
☐ Contractor

☐ Field
☐ File

PROJECT: _____

WORK DIRECTIVE NO.: _____

OWNER: Sheridan County

DATE: _____

TO: _____

ENGINEER: Morrison-Maierle

ENGINEER'S PROJECT NO.: 6017.002

CONTRACT DATE: _____

DESCRIPTION:

Attachments: (List documents supporting change)

Method of determining change in
Contract Price:

- ☐ Unit Prices
☐ Lump Sum
☐ Other _____

Method of determining change in
Contract Price:

- ☐ Contractor's records
☐ Engineer's records
☐ Other _____

Estimated increase (decrease) in Contract Price:

\$ _____
If the change involves an increase, the estimated
amount is not to be exceeded without further
authorization.

Estimated increase(decrease)in Contract Time:

Substantial Completion: _____ days
Ready for final payment: _____ days
If the change involves an increase, the
estimated times are not to be exceeded
without further authorization.

RECOMMENDED:

(ENGINEER)
By: _____
(Authorized Signature)

AUTHORIZED:

(Sheridan County)
By: _____
(Authorized Signature)

ACCEPTED:

(CONTRACTOR)

By: _____
(Authorized Signature)

DATE: _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

SUSPEND WORK NOTICE

To: _____ Date: _____

_____ Project: _____
_____ Project No: _____

Gentlemen:

Under the terms of your Contract, dated _____, 20__ on the referenced project, you are hereby directed to **SUSPEND WORK** on this project for the following reason(s):

This Notice is effective at the close of business on _____, 20 _____. At which time there remains _____ calendar days in which to complete your Contract. A Resume Work Order will be issued when conditions are such that work can be performed in accordance with the Specifications.

Please acknowledge your receipt of this Notice in the space provided below and return a copy to this office.

Very truly yours,

By: _____
SHERIDAN COUNTY

By: _____
Engineer

Receipt Acknowledged:

Cal. Days

Contractor

Stipulated Contract Time _____

By: _____
Representative

Authorized Extensions _____

Title

Suspend Work Order Extensions _____

Date: _____

Total Contract Time Allowed _____

Suspend Order Time Elapsed _____

Calendar Days Charged to Date _____

Calendar Days Remaining _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

RESUME WORK ORDER

To: _____ Date: _____
_____ Project: _____
_____ Project No: _____

Gentlemen:

Under the terms of your Contract, dated _____, 20____ on the referenced project, you are hereby directed to **RESUME WORK** on this project, effective 7:00 a.m. on _____.

According to our records, ____calendar days were authorized to complete the Contract. You have used ____calendar days, leaving _____ calendar days in which to complete your Contract, beginning and including the effective date listed above.

Please acknowledge your receipt of this Order in the space provided below and return a copy to this office.

Very truly yours,

By: _____
SHERIDAN COUNTY

By: _____
Engineer

Receipt Acknowledged:

Cal. Days

Contractor

Stipulated Contract Time _____

By: _____
Representative

Authorized Extensions _____

Title

Suspend Work Order Extensions _____

Date: _____

Total Contract Time Allowed _____

Suspend Order Time Elapsed _____

Calendar Days Charged to Date _____

Calendar Days Remaining _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

CHANGE ORDER

No. _____

PROJECT: Brooks Street Greenspace

OWNER: Sheridan County

CONTRACTOR: _____

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER's Contract No.: _____

ENGINEER: Morrison-Maierle

DATE OF CONTRACT: _____

TO: _____

You are directed to make the following changes in your Contract for the above project. These changes are made in accordance with the General Conditions of this contract.

Description of changes:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:

Original Contract Price \$ _____

Net Changes from Previous Change Orders
Orders

No. _____ to No. _____

\$ _____

Contract Price prior to this Change Order

\$ _____

CHANGE IN CONTRACT TIME:

Original Contract Time _____

Substantial Completion: _____

Final Completion: _____

Net change from previous Change

No. _____ to No. _____

_____ days

Contract Times Prior to this Change Order

Substantial Completion: _____

Final Completion: _____
days or date

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

Net Increase (decrease) of this Change Order
\$ _____

Contract Price with all approved Change Orders
(including this one):
\$ _____

Net Increase (decrease) of this Change Order
_____ days

Contract Times with all approved Change
Orders (including this one):
Substantial Completion: _____

Final Completion: _____
days or date

CONTRACTOR:

By: _____

Title: _____

Date: _____

ENGINEER:

By: _____

Title: _____

Date: _____

SHERIDAN COUNTY:

By: _____

Title: _____

Date: _____

Change Order Detail

[illegible][illegible]

PERIODIC APPLICATION FOR PROGRESS PAYMENT TO CONTRACTOR

Project Name: Sheridan County Greenspace Project		Job Number:	Location: Sheridan, WY	Estimate No.:	
				Start Date:	
				End Date:	
<u>Owner's Name and Address</u>	<u>Contractor's Name and Address</u>	<u>Original Contract Information</u>		Period Total:	
SHERIDAN COUNTY 224 S. MAIN STREET SHERIDAN, WY 82801		Contract Date:		Total to Date:	
		Notice to Proceed:		Contract Total	
		Work Started:		% Complete	
		Contract Time		Contract Time	
		Contract Amount \$ -		to Date	

CHANGE ORDERS

Number	Time (Days)	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total		\$ -
+ Original Contract		\$ -
= Revised Contract		\$ -

	This Period	To Date
Total of All Schedules:	\$ -	\$ -
Materials Delivered (Invoices Attached):	\$ -	\$ -
Subtotal:	\$ -	\$ -
Less Materials on Site, In place:	\$ -	\$ -
Subtotal:	\$ -	\$ -
Plus Retainage Adjustment	\$ -	\$ -
Subtotal:	\$ -	\$ -
Less 5% Retainage	\$ -	\$ -
Subtotal:	\$ -	\$ -
Less Liquidated Damages:	\$ -	\$ -
Subtotal:	\$ -	\$ -
Less Backcharges:	\$ -	\$ -
Subtotal:	\$ -	\$ -
Less Previous Payments:	\$ -	\$ -
Total Due Contractor Estimate:	\$ -	\$ -

CERTIFICATION OF CONTRACTOR		Payment of amount due this application recommended/approved by:		
<p>The undersigned contractor certifies that all previous progress payments under this contract have been applied to discharge in full all obligations of the Contractor incurred in connection with this work, including payment of subcontractors, and that all work covered by this Application for Payment is in accordance with the contract documents and not defective as that term is defined in the Contract Documents.</p> <p>Contractor: _____ Date: _____</p>	TITLE	SIGNATURE		DATE

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by _____(Contractor) to furnish labor and/or materials for work, under a contract **DATED** _____ for the _____(Project) in **CITY OF** Sheridan, **STATE OF** Wyoming of which the SHERIDAN COUNTY is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____, for and in consideration of the sum of _____ Dollars paid simultaneously herewith (if any payment is due at this time), the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due to become due from the OWNER, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which my hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

_____(SEAL)
(Name of Sole Ownership, Corporation
Partnership)

Affix Corporate
Seal here

_____(SEAL)
(Signature of Authorized Representative)

Printed Name

Title

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF _____

COUNTY _____

CITY _____

DATE _____

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL WORK HAS BEEN performed and materials supplied in strict accordance with the terms and conditions of the corresponding Contract Documents between Sheridan County THE OWNER, AND _____ THE CONTRACTOR, _____ DATED _____ for the Brooks Street Greenspace Project.

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named CONTRACTOR and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said CONTRACTOR under the above identified contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the CONTRACTOR releases and forever discharges the OWNER from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the OWNER to make payment in accordance with W.S. 16-6-116 and W.S. 16-6-117. under the terms of the Contract, relying on the truth and statement contained therein.

CONTRACTOR: _____ DATE: _____

ADDRESS _____ CITY _____ STATE _____
ZIP CODE _____

SIGNATURE AND PRINTED NAME _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____
_____,
20____.

NOTARY PUBLIC _____

My Commission Expires:

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

AFFIDAVIT OF RELEASE OF LIENS

To All Whom It May Concern:

WHEREAS, _____, the Contractor, has furnished labor and/or materials for work, under a contract **DATED** _____ for the _____ Project in the **CITY** of Sheridan, STATE OF Wyoming of which SHERIDAN COUNTY is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____,

The undersigned, as the Contractor for the above-named Contract pursuant to the conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labors or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". The Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

CONTRACTOR (Name of Sole Ownership,
Corporation or Partnership) (SEAL)

Affix Corporate
Seal here

(Signature of Authorized Representative) (SEAL)

TITLE _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

CONSENT OF SURETY
For Final Payment

Project: _____ Sheridan County - Brooks Street Greenspace Project
Contractor: _____
Location: _____ Sheridan, WY
Owner: _____ Sheridan County, Wyoming
Engineer: _____ Morrison-Maierle
Project No.: _____ Contract No.: _____
Type of Construction: _____

Amount of Contract: _____

In accordance with the provisions of the above named contract between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

Surety Company acknowledges that above named contract requires Bonds to remain in effect for one year after final payment is due.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20__.

(Name of Surety Company)

Affix Corporate
Seal here

(Signature of Authorized Representative)

TITLE: _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Sheridan County – Brooks Street Greenspace

OWNER'S Project No. _____ ENGINEER's Project No. 6017.002

CONTRACTOR: _____ ENGINEER: Morrison Maierle, Inc.

Contract For: _____ Contract Date: _____

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

To: Sheridan County (OWNER)

And to: _____
CONTRACTOR

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

DATE OF SUBSTANTIAL COMPLETION

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

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

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

Executed by ENGINEER on _____

Morrison Maierle, Inc.
(Engineer)

By _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20____

(Contractor)

By _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____, 20____

(Authorized Signature)

By _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

PUNCH LIST

PROJECT: Brooks Street Greenspace PROJECT NO.: _____

LOCATION: Sheridan, WY

Inspection was conducted at above project by _____

at _____ o'clock this date _____.

CONTRACTOR:

OWNER:

(Sheridan County)

ENGINEER:

Items noted represent specific deviations and discrepancies which must be corrected. Any and all such deviations and discrepancies, whether or not specifically noted, are hereby included by reference.

The following items are to be completed or corrected to comply with the Contract Documents.

DESCRIPTION/ITEM	APPROVED BY ENG./ DATE COMPLETE

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

[illegible]

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

CERTIFICATE OF FINAL COMPLETION

Project: Sheridan County – Brooks Street Greenspace

OWNER'S Project No.: _____ ENGINEER's Project No.: 6017.002

CONTRACTOR: _____ ENGINEER: Morrison-Maierle

Contract For: _____ Contract Date: _____

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

To: Sheridan County (Owner)

And To _____
(Contractor)

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

The project has been advertised according to WS 16-6-116, and the Affidavit on Behalf of Contractor is attached to and made a part of this Certificate.

Executed by ENGINEER on _____, 20____

(Engineer)

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on _____, 20____

(Contractor)

By: _____

OWNER accepts this Certificate of Final Completion on _____, 20____

(Sheridan County)

By: _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

WARRANTY

_____, hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Brooks Street Greenspace Project for a period of one year from the date of **Final Completion**. OWNER as identified hereafter is SHERIDAN COUNTY.

CONTRACTOR further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any maintenance, rebuilding, construction or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that CONTRACTOR will pay all necessary, reasonable and normal costs whatsoever, incurred by the OWNER in repairing, maintaining, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of one year are not in conformity with the Contract Documents.

Provided, however: That the OWNER shall give written notice to CONTRACTOR that OWNER intends to perform work on the Project improvements and that said notice shall specify the improvement, its location and the cause or kind of non-conformity with reference to the relevant Contract Documents. Said notice shall be sent to CONTRACTOR by first class mail before OWNER begins any work or incurs any cost, unless an emergency situation occurs. The occurrence of an emergency shall be determined in the reasonable discretion of OWNER, and is declared to be an event which renders advance notice contrary to the health, safety or welfare of Sheridan County residents. In case OWNER finds the existence of an emergency requiring immediate action he/she shall serve notice to CONTRACTOR in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That the obligation of CONTRACTOR shall be to compensate OWNER for bringing any improvements up to the Contract Document Specifications and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the one year period specified above if notice was sent as provided above within the one year period or, in the case of any emergency as provided above if OWNER actually began work on the improvement within the one year period.

Provided, further: That according to the General Conditions 15.08D where defective work has been corrected, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction has been satisfactorily completed.

CONTRACTOR and the OWNER agree and acknowledge that this Agreement is the consideration for acceptance by OWNER of the Project improvements for maintenance by OWNER including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved by the OWNER to secure the installation of required Project improvements for Brooks Street Greenspace Project.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DATED this _____ day of _____, 20____.

(Contractor)

By: _____

Title: _____

STATE OF WYOMING)

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by _____
_____, this _____ day of _____
_____, 20____.

Witness my hand and official seal

(Notary Public)

My commission expires _____

SEAL

APPROVED BY SHERIDAN COUNTY

(Authorized Representative)

ATTEST:

PUBLIC NOTICE

NOTICE OF SUBSTANTIAL COMPLETION

Notice is hereby given that on the ____ day of _____ 20____, a Certificate of Substantial Completion was issued by Sheridan County, for and on account of a contract with _____ for the Brooks Street Greenspace Project.

The above work having been accepted as substantially complete according to the contract and associated documents and the above date being the 41st day after the first publication of this notice, the said Contractor will be entitled to any payment retained by Sheridan County together with any other amount due under the contract, less any amount withheld for the portion of the work that is incomplete or not completed in accordance with the contract and associated documents.

Any person, partnership, association, agency or corporation who shall have any unpaid claims against said Contractor for or on account of the furnishing of labor, materials, equipment, sustenance, provisions, or other supplies used or consumed by such contractor and/or subcontractor in or about the performance of said work, may file a claim against the Contractor's surety bond. Payment by the Sheridan County to the Contractor shall be paid without regard to any pending claims against the Contractor's surety bond unless the City has actual knowledge that the surety bond is deficient to settle known present claims, in which case an amount equal to the disputed claims may be withheld.

Sheridan County Commissioner, Chairman

Published: _____, 20____; _____, 20____; _____, 20____;