

**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

July 12, 2022



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DIVISION 0

BIDDING & CONTRACT REQUIREMENTS

SHERIDAN COUNTY – BROOKS STREET GREENSPACE
DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
SECTION 00010 – ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

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

Remove existing pavement and sidewalk to create a greenspace area with pathway, lighting, heated concrete, retaining walls, concrete parking lot, landscaping, and enhancements.

Sealed bids will be received at the Sheridan County Courthouse – County Commissioners' Office until **[TIME]** local time on **[DATE]**. The bids will then be opened and read aloud at the Sheridan County Commissioner's Board Room, 2nd Floor, New Addition of the Sheridan County Courthouse, 224 S. Main Street, Sheridan, WY 82801.

All bids shall be submitted in accordance with and on the forms included in the Project Manual. Bids shall be submitted in a sealed envelope addressed to:

Sheridan County Commissioners
Sheridan County
Brooks Street Greenspace Project
New Addition of the Sheridan County Courthouse
224 S. Main Street
Sheridan, Wyoming 82801

Contract Documents, including proposal Bid Forms, Construction Drawings and Project Manual, have been placed online at <https://goo.gl/ls7GBI>.

Contract Documents may be obtained on or after **[DATE]** online at <https://goo.gl/ls7GBI>, at the non-refundable cost of **\$10.00** per set.

A mandatory **PRE-BID CONFERENCE** will be held on **[DATE]** at **[TIME]** local time, at the Sheridan County Commissioners' Board Room, 2nd Floor, New Addition of the Sheridan County Courthouse, 224 S. Main Street, Sheridan, WY 82801.

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

Qualified Disadvantaged Business Enterprises (DBEs) are encouraged to submit bids on this project. Bidders that use a subcontractor(s)/suppliers(s) are required to make a good faith effort, as determined by WYDOT, at soliciting DBE subcontractor/supplier participation. Bidders shall submit the required DBE Good Faith Effort Documentation Form and other related forms with their bids.

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DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00010 – ADVERTISEMENT FOR BIDS

BIDDER PREFERENCE

The provisions of Wyo. Stat. § 16-6-102 through 16-6-107 – Preference for Wyoming labor and materials DO NOT apply to this contract. The contract shall be awarded to the qualified bidder making the lowest responsive bid that complies with all requirements.

The procurement will be subject to the “Use of American Iron and Steel” requirements as contained in Section 436 of H.R. 3547, the Consolidated Appropriations Act, 2014 (“Buy America”).

Contract security, performance and payment bonds are required (see W.S. 15-1-113(d) and (f)).

By Order of Sheridan County

Board of Commissioners

XXXX

CHAIRMAN

Publish Dates: [DATE], [DATE], [DATE]

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.

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.

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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.

Being a federally funded project, the Wyoming State Statutes giving preference to Wyoming contractors, laborers, and materials do not apply. Refer to Section 27.0 – State Laws and Regulations and Section 28.0 – Federal Clauses and Regulations “Wage Compliance Requirements”.

However, this is a federally funded project and thus disadvantaged business enterprises are encouraged to participate. There are no DBE goals established for the project. Refer to “Disadvantaged Business Enterprise (DBE) & Certification” in Section 28.0 - Federal Clauses and Regulations.

Refer to “Labor, Materials and Equipment” in Section 28.0 - Federal Clauses and Regulations.

6.0 QUESTIONS.

Questions regarding this project should be addressed to Tim Brugger (307-675-7708), Morrison-Maierle, 1470 Sugarland Dr., Ste. 1, Sheridan, WY 82801. All questions must be submitted no later than **XXXX**.

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.

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- 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.

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

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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.
 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 120 calendar days from the issuance of the Notice to Proceed. Final completion is to be reached within 14 days of Substantial Completion. All work is to be completed in 2023, with substantial completion reached no later than XXXX. 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.

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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.

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.
- 13.3 The contractor is responsible for completion of the project as specified; no subcontract releases the contractor from the contract obligations. The contractor must perform work equaling at least 30 percent of the value of the original contract amount using his or her own organization. In computing the contractor's required participation, the department will exclude the value of designated "specialty items" from the contract amount and the subcontracted amount.

14.0 BID FORM.

- 14.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the ENGINEER. Bids must be submitted on the forms requested.
- 14.2 All blanks on the Bid Form must be completed in ink or by typewriter. The BIDDER must include both unit prices and extended prices. In case of a difference between the unit price and the extended price, the unit price shall be used in computing the

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total amount of the bid. In case of a difference between the total bid price and the sum of the extended prices, the sum of the extended prices shall govern.

- 14.3 Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 14.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 14.5 All names must be typed or printed below the signature.
- 14.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 14.7 The address, telephone, email address and fax numbers for communications regarding the Bid must be shown.
- 14.8 Work included in each Bid Item is as covered in Section 01150 and the Project Manual.

15.0 SUBMISSION OF BIDS.

Bids shall be submitted at the time and place indicated in the "Advertisement for Bids", and shall be enclosed in an opaque, sealed envelope, marked with the project title, name and address of the BIDDER. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope, with the notation "BID ENCLOSED" on the face of the separate envelope.

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 delivered to the place 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.

17.0 OPENING OF BIDS.

Bids will be opened and read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any), will be made available to BIDDERS within one week after the opening of Bids.

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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, 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 or figures of unit prices 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 48 hours of Owner's

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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. Submission of a Bid in an unsealed envelope.
- D. Unit price Bid Proposals that include reconcilable arithmetic errors may be corrected if it does not change the unit price.
- E. 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 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.

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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 pre-bid conference will be held at _____ on the _____ day of _____, 20____ at the Sheridan County Commissioners' Board 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.

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.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00100 – INSTRUCTIONS TO BIDDERS

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 provisions of Wyo. Stat. § 16-6-102 through 16-6-107 – Preference for Wyoming labor and materials DO NOT apply to this contract. The contract shall be awarded to the qualified bidder making the lowest responsive bid that complies with all requirements.
 - a. 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. See also Section 28.0 FEDERAL CLAUSES AND REGULATIONS “Wage Compliance Requirements”.
 - b. 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.

28.0 FEDERAL CLAUSES AND 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.

The following sections are included herein:

FHWA – 1273 Contract Provisions
Supplemental Information for FHWA-1273
Disadvantaged Business Enterprise (DBE)
Disadvantaged Business Enterprise (DBE) Certification
Standardized Changed Conditions Clause
Federal Wage Rate Determination
Title VI/EEO
Acceptance of Contract Work Materials
Competitive Bidding
Contractor Provided Labor, Materials and Equipment
Job Site Posters

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00100 – INSTRUCTIONS TO BIDDERS

Materials and Buy America Certification
Specific Equal Employment Opportunity Responsibility
Non-Collusive Bidding
Lobbying Certification
Certification of Suspension or Debarment
Registration with the WY Secretary of State
Wage Compliance Requirements

WYDOT Categorical Exclusion

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 to: SHERIDAN COUNTY
224 S. MAIN ST.
SHERIDAN, WYOMING 82801

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) The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion or other fraudulent activities should use the "hotline" to report such activities. The

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

“hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected. To report bid rigging activities call: 1-800-424-9071 or E-mail hotline@oig.dot.gov

- (f) 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.
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.
7. The BIDDER will complete the Work for the following unit or lump sum price(s):

BID ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	ESTIMATED 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		
02221.30	Dry Utility Trenching and Relocating	LS	1		
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		

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

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		
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.
 - (e) BIDDER certifies that bid conforms to the following Federal Requirements (per section 00100 – Instructions to Bidders, Section 28.0 - Federal Clauses and Regulations).
 - a. Competitive Bidding
 - b. Specific EEO Responsibilities
 - c. Non-Collusive Bidding
 - d. Lobbying Certification
 - (f) Certifications (to be provided as an attachment to this bid) per the Federal Requirements listed in 00100 – Instructions to Bidders, Section 28.0 - Federal Clauses and Regulations:
 - a. Disadvantaged Business Enterprise
 - b. Title VI and EEO
 - c. Certification of Suspension or Debarment
 - d. Registration with the WY Secretary of State

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00300 – BID FORM

11. Communications concerning this Bid shall be addressed to:

Contractor _____

Address _____

City/State/Zip _____

Phone _____

Fax _____

E-mail _____

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)

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

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:

Brooks Street Greenspace project, construction plans dated _____.

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 will be completed within 120 calendar days after the Notice to Proceed. Final payment will be withheld until final completion and acceptance of the Work as stipulated in paragraph 5.2 of the Agreement and all project closeout paperwork is completed. Final completion is to be within 14 days of Substantial Completion.
- 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 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.

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

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.

Refer to Section 28.0 – Federal Clauses and Regulations in 00100 – Instructions to Bidders, “Acceptance of Contract Work Materials Certification”.

Contractor agrees to pay subcontractors within thirty (30) days of payment from Sheridan County, for all satisfactory work performed and retainage.

- 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

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

is incomplete or not completed in accordance with this Agreement and associated documents.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions and Special Conditions 14.07 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 of 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 Davis Bacon Requirements and Wyoming Federal Wage Determination, as described in the Instructions to Bidders.
- 8.4 Performance Bond and Labor and Material Payment Bond.
- 8.5 Notice of Award and Notice to Proceed.
- 8.6 General Conditions.
- 8.7 Supplementary Conditions.
- 8.8 Division 1, General Requirements.
- 8.9 Technical Specifications, as listed in the Table of Contents.
- 8.10 Supplementary Specifications.
- 8.11 Special Provisions.
- 8.12 Bid Items, Method of Measurement and Basis of Payment.
- 8.13 Drawings.
- 8.14 Addenda listed on the Bid forms.
- 8.15 CONTRACTOR'S executed Bid forms.
- 8.16 Documentation submitted by CONTRACTOR and accepted by the ENGINEER prior to Notice of Award.
- 8.17 Any Modification, including Change Orders, duly delivered after execution of Agreement.
- 8.18 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

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

the plans and specifications. If the CONTRACTOR discovers such an error or omission, he or she 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.

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.

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: _____

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

SECTION 00500 – AGREEMENT

Address for giving notices:

Sheridan County

224 S. Main Street

Sheridan, WY 82801

Address for giving notices:

(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:

CONTRACTOR

By: _____

Witness as to CONTRACTOR

(SEAL)

(Address)

(Address)

ATTEST:

(Surety)

By: _____

(Witness as to Surety)

(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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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

1.02 Terminology

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

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

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

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

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

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

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

4.05 *Delays in Contractor's Progress*

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

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

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

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

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

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

5.03 *Subsurface and Physical Conditions*

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

5.05 *Underground Facilities*

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

6.02 *Insurance—General Provisions*

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

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

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

6.03 *Contractor's Insurance*

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

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

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

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

6.04 *Owner's Liability Insurance*

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

6.05 *Property Insurance*

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

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

6.06 *Waiver of Rights*

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

6.07 *Receipt and Application of Property Insurance Proceeds*

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

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

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

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

7.03 *Services, Materials, and Equipment*

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

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

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

7.04 "Or Equals"

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

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

7.05 Substitutes

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

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

7.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

O. Nothing in the Contract Documents:

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

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

7.11 *Record Documents*

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

7.12 *Safety and Protection*

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

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

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

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

1. *Shop Drawings:*

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

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

2. *Samples:*

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

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

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

D. *Engineer's Review:*

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

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

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

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

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

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

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

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

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

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

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

10.03 *Project Representative*

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

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

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

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

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

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

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

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

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

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

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

11.05 *Change of Contract Times*

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

11.06 *Change Proposals*

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

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

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

11.07 *Execution of Change Orders*

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

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

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

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

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

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

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

13.01 Cost of the Work

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

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

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

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

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

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

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

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

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

13.02 Allowances

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

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

13.03 *Unit Price Work*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

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

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

15.01 Progress Payments

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

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

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

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

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

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

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

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

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

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

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

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

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

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

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

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

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

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

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

16.03 *Owner May Terminate For Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

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. In case of discrepancy, federal laws, rules and regulations supersede conflicting contract requirements for projects involving federal funds. 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:

Brooks Greenspace Geotechnical Report 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. **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-5.04 Differing Site Conditions

Delete Section 5.04 in its entirety and insert the following in its place:

"Standardized Changed Condition Clauses – 23 CFR 635.109" (Included in project manual).

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.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant. Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) Agreement Clauses. "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment 3 of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Local Governments awarded Federal Funds for projects must ensure a Disadvantaged Business Enterprise (DBE) has an equal opportunity to compete for and perform contracts and subcontracts. They are required to use best efforts to solicit bids from and maximize use of DBE (sub) contractors.

If subcontracting opportunities arise at a later date, solicit bids from DBEs qualified to perform work. Submit a list of the DBEs contacted to the WYDOT Civil Rights Office prior to submitting the proposed subcontract for approval.

Do not discriminate or allow subcontractors to discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Carry out applicable requirements of 49 CFR part 26 in the award and administration of this USDOT assisted contract. Failure to carry out these requirements is a material breach of this contract which may result in termination of this contract or such other remedy as the department deems appropriate.

Take reasonable steps, and make certain all subcontractors do the same, to ensure that DBE small businesses have fair opportunity to compete for and perform work provided in this contract.

Documented Bid Solicitation:

Provide, and ensure all subcontractors provide, documented bid solicitation affirmative action in securing DBE participation for subcontract work. Record documented bid solicitation efforts on form E-91-LPA. Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms. That documentation includes but is not limited to the following:

A. Documentation of DBE Participation efforts:

1. List each DBE firm contacted for quotes and each DBE firm that supplied quotes although not solicited. Include the type of work for which quotes were requested for each item.
2. Complete all portions of the E-91-LPA form including the firm name, type of work or materials requested; contact method and the contact date. The Contact Results section should indicate if there was No Response, the firm was Not Interested, Not quoting on this project, Quote submitted – See bid or Quote submitted – not used. If the quote was not used, you should indicate the name and amount of quote for the non-DBE firm that will be used to do the same work.
3. At anytime, WYDOT or the Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms.

4. Failure to meet the previous requirements will be grounds for a determination of lack of documented bid solicitation effort, and the contract may be awarded to the next lowest responsive bidder who has exhibited documented bid solicitation efforts.

B. Documented bid solicitation affirmative action includes but is not necessarily limited to the following:

1. Advertising in general circulation, trade association, and minority focus media concerning the DBE subcontracting opportunities;
2. Providing written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited, in sufficient time to allow them to participate effectively;
3. Following up the initial solicitations of interest by contacting DBEs to determine with certainty whether they are interested;
4. Selecting portions of the work of the contract that could be performed by DBEs;
5. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract;
6. Making an effort to negotiate with DBEs interested and not rejecting any DBEs as unqualified;
7. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance;
8. Effectively using the services of available minority community organizations, minority contractor groups, local, state, and federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs;
9. Use documented bid solicitation effort actions when securing replacements for each DBE that has provided written documentation to the contractor, as to why the DBE firm is unable to honor a commitment to do subcontract work or supply materials.

For information concerning the counting of DBE participation, refer to WYDOT's Disadvantaged Business Enterprise Program Plan. The WYDOT's DBE Program Plan and a current DBE certification listing are available on the WYDOT web page.

COMMERCIALLY USEFUL FUNCTION:

Ensure the DBE performs a commercially useful function (CUF) in the work of a contract. A DBE is considered to perform a CUF when it is solely responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing,

managing, and supervising the work involved, consistent with industry practices. In determining whether a DBE has performed a CUF in the work of a contract, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. Only expenditures to a DBE that performs a CUF in the work of a contract will be counted toward DBE participation. It is not consistent with industry practices if a DBE enters into a subcontract to perform certain elements of the work of a contract if it does not own, lease, or operate the necessary equipment to perform the work.

A DBE may lease equipment from the contractor, provided a rental agreement, separate from the subcontract, specifying the terms of the lease arrangement is approved by the State Construction Engineer prior to the DBE starting the work. Bill the DBE as specified in the equipment lease. Do not deduct lease payments from the DBEs progress payments.

CONTRACTOR ASSISTANCE:

Provide direct assistance to DBE subcontractors and DBE materials suppliers in analyzing plans and specifications, securing bonding, and in the planning and management of the subcontract work. Ensure such assistance is on a limited basis and is designed to enhance the growth and competitiveness of the DBE. Long term, continual, or repetitive assistance by a contractor to the same DBE may be construed as disproportionate dependence upon the contractor. In all instances, ensure a DBE maintains its managerial and operational responsibilities for compliance with the CUF requirement. Do not prepare bids for a DBE.

MEASUREMENT and PAYMENT:

Work related to the provisions of this specification, including but not limited to pursuit of DBE participation, providing assistance to DBE subcontractors or DBE materials suppliers in analyzing plans and specifications, securing bonding in the planning and management of the subcontract work, and in meeting the requirements of this specification, will not be measured or paid for separately but is considered incidental to the contract.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Bidder certifies that:

It has taken affirmative action to seek out and consider Disadvantaged Business Enterprises (DBEs) as potential subcontractors. DBE is a certification program under the U.S. Department of Transportation for minority – or women-owned – operated and controlled firms that are involved in highway and airport construction.

It has taken affirmative action to seek out and consider DBEs as potential suppliers.

Further, the Bidder shall:

Specifically describe, on separate lines of this form, each component of work of the contract to be subcontracted to each DBE Firm is being used as a supplier of materials and for other subcontract work (e.g. furnish sign materials as a supplier and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once performing subcontract work.

List all contacts and follow-up contacts made with the potential DBE subcontractors and DBE material suppliers. (If necessary, use additional sheets).

List the dollar amount quoted by each responding DBE subcontractor for the work described in accordance with "B" above and the dollar amount quoted by each DBE material supplier for the materials described in accordance with "A" above.

Only those DBEs possessing current certification by WYDOT will be eligible to meet the requirements of the DBE program.

Indicate responding DBEs that will be used, and those that will not be used.

☐ Bidder does not intend to subcontract

**DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for work to be subcontracted or for materials to be used on this project. If one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e. furnish sign materials as a supplier and performing flagging and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

Disadvantaged Business Entity	Specific Subcontract Work or Materials Requested	Contact Method	Contact Date	Contact Result
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response

				<input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used

Standardized Changed Condition Clauses - 23 CFR 635.109

a. Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

1. *Differing site conditions.*

- i. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- ii. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- iii. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- iv. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

2. *Suspensions of work ordered by the engineer.*

- i. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- ii. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- iii. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

- iv. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

3. *Significant changes in the character of work.*

- i. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- ii. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- iii. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- iv. The term "significant change" shall be construed to apply only to the following circumstances:
 - A. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - B. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

b. The provisions of this section shall be governed by the following:

- 1. Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.
- 2. Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or

clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

c. In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002]

"General Decision Number: WY20220040 01/07/2022

Superseded General Decision Number: WY20210040

State: Wyoming

Construction Type: Highway

Counties: Albany, Big Horn, Campbell, Carbon, Converse, Crook, Fremont, Goshen, Hot Springs, Johnson, Lincoln, Niobrara, Park, Platte, Sheridan, Sublette, Sweetwater, Teton, Uinta, Washakie and Weston Counties in Wyoming.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

SUWY2021-003 05/15/2018

	Rates	Fringes
CARPENTER.....	\$ 23.90	4.16
CONCRETE FINISHER.....	\$ 25.11	2.95

ELECTRICIAN

Electrician.....	\$ 51.02	9.65
Equipment Operator (Electrical Work Only).....	\$ 39.99	16.28
Ground Man.....	\$ 28.39	13.78

IRONWORKER.....\$ 30.23 25.05

LABORER

GROUP 1.....	\$ 18.32	2.25
GROUP 2.....	\$ 20.48	3.56
GROUP 3.....	\$ 21.07	3.56

LABORER CLASSIFICATIONS

GROUP 1: Erector & Installer (fences, guardrail & barrier); Flag persons (traffic control); Form Strippers; General Laborers, Heater Tender; Material Checker; Pilot Car Driver; Pick-up Truck Driver; Pre-watering; Presetting & Pre-irrigation (all work); Riprap Man; Tar & Asphalt Pot Tender.

GROUP 2: Asphalt Raker and Tamper; Bin Wall Installer; Chain Saw Operator (clearing & grubbing); Concrete Saw (all types); Dump Man; Form Setter (paving); Hand Operated Vibratory Roller; High Scaler; Jackhammer & Pavement Breaker; Landscaper, Landscape Laborer; Maintainer (traffic control); Mortar Man on Stone Riprap; Nozzle Man (air, water, gunite & sandblasting); Pipe Setter (all pipe types); Tamper Operator (pneumatic, electric, gas & similar)

GROUP 3: Drill Doctor; Form Setter and Mover; Spader; Spilling and/or Caisson Worker; Miner (driller); Machine Man; Timber Man; Powderman, Blaster, Tender; Wagon Drill, Air-Trac. (diamond and other drills for blasting powder or grouting).

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 25.09	4.86
GROUP 2.....	\$ 25.18	6.18
GROUP 3.....	\$ 29.90	7.36

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL ELECTRICAL WORK IS EXCLUDED. FOR ELECTRICAL WORK, USE

EQUIPMENT OPERATOR CLASSIFICATION LISTED UNDER ELECTRICAL

CONSTRUCTION

GROUP 1: Air Compressor (all types); Backhoes & Excavators (to 5CY.); Batch Bin

Weighman, Sissorman or Hopper; Broom Operator (self-propelled); Chip Spreader

Operator; Conveyor Belt Operator; Crusher Oiler; Form Grader Operator; Joint Machine

Operator; Longitudinal Float Operator; Oiler, Utility; Power Loader (belt & bucket type);

Pump Operator; Roller Operator, self-propelled (Dirt); Skid Steer (all attachments); Tire

Repairman (large construction equip. tires); Tractor Operator (farm with or w/o power

attachments); Tugger (all types).

GROUP 2: Articulated Rock Truck (all capacity); Asphalt Plant Operator; Backhoe,

Excavator & Shovel (6 CY. & larger); Batch Plant Operator; Bituminous Laydown

Machine Operator; Concrete Batch Plant Operator; Concrete Finish Machine Operator;

Concrete Spreader & Paver Operator; Concrete Multi Blade Span Saw (Hunt process);

Crusher Operator; Dozer Operator (all sizes & power attachments); Draglines, Cranes,

Piledriver & Truck Mounted Cranes (Mfg. Rating: less than 3.5 CY., and /or less than 50

Tons, all attachments); Drilling Machine, Integrated (all types); Front End Loaders (1.5

to and including 10 CY.); Hydro-type Crane (to 50 tons); Mixer Operator, Concrete (over

1yd.); Motor Patrol Operator (all excluding finish); Mulching Machine Operator; Oiler

(crane & shovels); Pavement Breaker; Hydro-Tamper & similar; Roller Operators,

Asphalt (steel & pneumatic); Roto-Milling Machine (under 8 ft. wide); Scraper

Equipment (all types and sizes; Screed Operator; Trenching Machine Operator.

GROUP 3: Cranes (all types 90 tons & larger); Draglines, Cranes, Piledrivers &

Truck Mounted Cranes (Mfg. Rating: 3.5 CY. or larger and/or 50 tons & larger, all

attachments); Front End Loaders (over 10 CY.); Heavy Duty Mechanic; Machine Doctor;

Hoist Operator (two or more drums, shafts, or raises); Mixer Operator (dual drum);

Motor Patrol Operator (finish); Roto-Milling Machine (8 ft. & larger).

TRUCK DRIVER

GROUP 1.....	\$ 23.88	3.76
GROUP 2.....	\$ 23.92	5.53

GROUP 1: ?A? Frame Truck Driver; Coring Machine (self propelled); Dump Truck

Driver (to and including 13 CY.); Flat Rack Material Truck Driver (to 5 tons); Fuel

Service Truck Driver; Gang Truck Driver; Gravel Spreader; Greaseman, Tireman;

Serviceman; Oil Distributor Driver (to & including 3,600

gal.); Snow Plow Driver (the

CY. rate of the truck); Transit Mix or Wet Mix Truck Driver;
Utility Winch Truck

Driver; Water Truck Driver (to & including 3,600 gal.).

GROUP 2: Dump Truck Driver (14 to 45 CY.); Flat Rack Material
Truck Driver (over

5 tons); Low Boy & Tandem Axle Float Driver; Multiple Axle
Type Truck (semi); Oil

Distributor Driver (over 3,600 gal); Truck Mechanics; Water
Truck Driver (over 3,600

gal.); Winch Trailer Truck Driver.

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

IDENTIFICATION OF TITLE VI / EEO COORDINATOR

Funding Recipient/Contractor Name:	
WYDOT Project #:	
Project Location:	
Phone #:	

TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? (<i>Project Sponsor Only – Contractors need not respond</i>)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has the Coordinator changed since the last submitted Identification form?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

Title VI/EEO Coordinator:	Signature:	Date:
Title VI/EEO Coordinator Work Title:	Email Address:	Phone #:

APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

Appointing Official's Name:	Signature:
Appointing Official's Work Title:	Date:

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or lisa.fresquez@wyo.gov.

The United States Department of Transportation

Standard Title VI Assurances/Non-Discrimination Provisions

DOT Order No. 1050.2A

_____ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“_____ , in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”;

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, _____, also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

_____ gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the **FHWA Program**. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **FHWA Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

By: _____
(Signature of Authorized Official)

DATE: _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that _____ will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21st Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA) Program, and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto _____ all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto

_____ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on _____, its successors and assigns.

_____, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that _____ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by _____ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, _____ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the _____ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

APPENDIX D

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by _____ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the _____ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the _____ will there upon revert to and vest in and become the absolute property of _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Acceptance of Contract Work Materials Certification

LPA will make payments at least once each month. Additional payments may be made if the work total exceeds \$5,000 and a request is made by the contractor. Payments will be based on the engineer's estimates of the value of work performed and materials complete-in-place, in accordance with the contract, and for materials delivered, in accordance with Payment for Material on Hand below. The contractor may choose cut-off dates of the 1st, 10th, or 20th of the month for the progress payments.

Payment for Material on Hand

LPA may pay for materials stockpiled or stored for later use on the project and for which the contractor provides acceptable documentation indicating the material meets contract requirements. Stockpiled or stored materials may be located on the project or at acceptable, bonded facilities elsewhere, which the department reserves the right to inspect. LPA will not make such payment without a written request received at least 10 calendar days before the date of the next scheduled progress payment and may not pay more than 65 percent of the item's original bid extension. Include with the written request the following information as appropriate:

1. Purchased Materials. Support material and shipping costs by invoices, freight bills, or other information required by the engineer. The engineer may exceed the 65 percent limit if adequate documentation can be provided.
2. Stockpiled Aggregate. Submit a production statement supporting the crushing and transport costs, if applicable.

Payment for stockpiled or stored materials does not constitute acceptance, and the department may later reject materials for which it has made such payment.

Initial source documents pertaining to the determination of pay quantities are among those records and documents which must be retained pursuant to 49 CFR part 18.

COMPETITIVE BIDDING

The undersigned Bidder certifies that it and all of its contracted subcontractors are private contractors and are NOT public agencies.

The person, or persons, signing this proposal on behalf of the Bidder certify that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of said Proposal.

This certification of free competitive bidding is made subject to the penalty of perjury in accordance with the laws of the U.S. Government and the State of Wyoming.

LABOR, MATERIALS AND EQUIPMENT

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

CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuels, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the WORK.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Contractor on site: The contractor shall provide a project superintendent on-site at all times during construction activities. The superintendent shall be responsible for, but not limited to the following tasks:

1. Must be knowledgeable and familiar with plans, specs, addendums, and shop drawings.
2. Must review and approve shop drawings with signature.
3. Manage and oversee the construction activities of all sub-contractors.
4. Review and approve shop drawings of sub-contractors.
5. Review stakeout data, survey stakes and verify against the design plans prior to, and during, and during, associated construction activity.
6. Obtain approval from the owner/engineer prior to beginning any force account efforts.
7. Provide an accurate weekly construction schedule.
8. Available during non-working hours for emergencies and stormwater management erosion control.

JOB SITE POSTERS

A bulletin board at the job site must display the required posters. For a project with no specific “site” at a minimum, the foreman must have a notebook that includes all the required postings. A list of the required posters is available at:

http://www.dot.state.wy.us/home/business_with_wydot/civil_rights.default.html

MATERIALS AND BUY AMERICA CERTIFICATION

Requirements for Steel and Iron

This contract requires the use of domestic iron and steel in the permanent components of a project. "Domestic" means all manufacturing processes occur within the United States. Such processes include, but are not limited to, rolling, extruding, machining, bending, grinding, drilling, and coating or similar processes to manufacture or modify the physical properties or chemical composition of iron or steel. Coatings include any protective or value-enhancing process. The County will, however, accept:

1. Foreign iron or steel components whose total combined value, including the cost of delivery to the project, does not exceed 0.1 percent of the total contract amount, or \$2,500, whichever is greater.
2. The use of the following non-domestic raw materials: scrap, pig iron, and processed, pelletized, and reduced iron ore.
3. Non-domestic items that are used temporarily then abandoned in place at the contractor's convenience.

For iron and steel components, obtain from the manufacturer and provide to the engineer a material test report or certification that states clearly the country of manufacture. Include two copies of the itemized invoices for materials used and transportation costs for shipment to the project.

Ensure that foreign-made bolts, fasteners, and associated hardware are tested and certified by an independent domestic testing laboratory in accordance with *WYDOT's Standard Specifications for Road and Bridge Construction, Division 800, Materials*. Submit the test data and certifications to the engineer before use.

To seek a waiver of these provisions, submit a written request to the engineer. Accompany the request with supporting information showing that the specified steel or iron products are not manufactured in the United States in sufficient, available quantities of satisfactory quality. The County will not grant time extensions or pay compensation for delays resulting from processing such a request.

Requirements for Domestic Preferences for Procurements

2 CFR § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not

limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

APPENDIX A TO SUBPART A OF PART 230 – SPECIAL PROVISIONS

I. General

A. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract, Provisions form FHWA-1273 and these certifications and clauses which are imposed pursuant to section 140 of title 23 U.S.C., as established by section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these certifications and clauses shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

B. The Bidder will work with LPA and WYDOT in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

C. The Bidder and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, chapter 4, section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Bidder will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

II. Equal Employment Opportunity Policy

The Bidder will accept as his/her operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of the Bidder to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

III. Equal Employment Opportunity Officer

The Bidder will designate and make known to LPA contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

IV. Dissemination of Policy

- A. All members of the Bidder's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Bidder's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - i. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Bidder's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - ii. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Bidder's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
 - iii. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Bidder's procedures for locating and hiring minority group employees.
- B. In order to make the Bidder's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, *i.e.* , schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
 - i. Notices and posters setting forth the Bidder's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

ii. The Bidder's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

V. Recruitment

A. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

B. The Bidder will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the Bidder has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Bidder's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Bidder to do the same, such implementation violates Executive Order 11246, as amended.)

C. The Bidder will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

VI. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

A. The Bidder will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

B. The Bidder will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

C. The Bidder will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Bidder will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

D. The Bidder will promptly investigate all complaints of alleged discrimination made to the Bidder in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Bidder will inform every complainant of all of his avenues of appeal.

VII. Training and Promotion

A. The Bidder will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

B. Consistent with the Bidder's work force requirements and as permissible under federal and state regulations, the Bidder shall make full use of training programs, *i.e.*, apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

C. The Bidder will advise employees and applicants for employment of available training programs and entrance requirements for each.

D. The Bidder will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

VIII. Unions

If the Bidder relies in whole or in part upon unions as a source of employees, the Bidder will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Bidder either directly or through a Bidder's association acting as agent will include the procedures set forth below:

A. The Bidder will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

B. The Bidder will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

C. The Bidder is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Bidder, the Bidder shall so certify to LPA and shall set forth what efforts have been made to obtain such information.

D. In the event the union is unable to provide the Bidder with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Bidder will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Bidder has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Bidder shall immediately notify LPA.

IX. Subcontracting

A. The Bidder will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Bidders shall obtain lists of minority-owned construction firms from the WYDOT DBE program.

B. The Bidder will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

C. Bidder agrees to pay subcontractors within thirty (30) days of payment from LPA, for all satisfactory work performed, and retainage.

X. Records and Reports

A. The Bidder will keep such records as are necessary to determine compliance with the Bidder's equal employment opportunity obligations. The records kept by the Bidder will be designed to indicate:

i. The number of minority and non minority group members and women employed in each work classification on the project.

ii. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Bidders who rely in whole or in part on unions as a source of their workforce),

iii. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

iv. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of LPA and WYDOT.

C. The Bidder will submit an annual report to LPA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

NON-COLLUSIVE BIDDING

I. That by submission of this bid, each bidder and each person signing on behalf of any bidder, certifies as to their own organization, under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder, or with any competitor for the purpose of restricting competition.

B. Unless required by law, the prices which have been quoted in this bid have not been knowingly disclosed and shall not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to opening of bids.

C. No attempt has been made or shall be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

II. A bid will not be considered for award, nor will any award be made where there has not been compliance with I-A, B and C above. If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the certification cannot be made. Where I-A, B and C above have not been complied with, the bid will not be considered for award, nor will any award be made unless the Department determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured; or has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or has sold the same items to customers at the same prices being bid, does not constitute a disclosure within the meaning of subparagraph I-A above.

The bid made to LPA shall be deemed to have been authorized by the Board of Directors of the bidder. Such authorization shall be deemed to include the signing and submission of the bid, and the inclusion therein of the certificate as to non-collusion on the part of the corporation.

The signers of this proposal hereby tender to LPA this sworn statement that the named Contractor has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this proposal.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION OF SUSPENSION OR DEBARMENT

Bidder or any person or persons associated therewith in the capacity of owner, partner, director or officer authorized to sign contracts certifies by signing this proposal that the response(s) to the following questions is (are) true:

I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?

YES () NO ()

II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded or determined ineligible by any state or federal agency within the past three years?

YES () NO ()

III. Has any interested party have a debarment pending?

YES () NO ()

IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?

YES () NO ()

If the answer is YES to any of the four items above, insert Suspension or Debarment actions below:

APPLICABLE: YES () NO ()

Suspension or Debarment actions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION

The person or persons signing this proposal do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

REGISTRATION WITH THE WYOMING SECRETARY OF STATE

I. Bidder is a corporation or limited liability company? YES () NO ()

II. Has the above Bidder registered with the Wyoming Secretary of State to do business in the State of Wyoming? YES () NO ()

WAGE COMPLIANCE REQUIREMENTS

Wyoming State Statute 16-6-110. Work hours on public works: eight hour day, forty hour week limitation; overtime; exceptions.

(a) No person shall require laborers, workmen or mechanics to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one (1) week upon any public works of the state or any of its political subdivisions except as hereafter authorized. An employee may agree to work more than eight (8) hours per day or more than forty (40) hours in any week provided the employee shall be paid at the rate of one and one-half (1½) times the regularly established hourly rate for all work in excess of forty (40) hours in any one (1) week.

WYOMING STATE STATUTE REQUIRES PAYMENT OF OVERTIME ON HOURS IN EXCESS OF FORTY (40) HOURS IN ANY ONE (1) WEEK.

For Pit Sources, Borrow Sources, or any other sources in which roadway material is either crushed, quarried, stripped or borrowed for use in construction of a roadway, the following will apply:

(a) If the contract stipulates a state available source and the Contractor uses this source, Davis-Bacon Regulations apply.

(b) If the contract stipulates a contractor furnished source, or a contractor furnished source is utilized in lieu of a state available source, and the contractor furnished source is solely produced for this contract and the material is not available to the general public, Davis-Bacon Regulations apply.

(c) If the Contractor elects to use a commercial source, or, when a commercial source is utilized in lieu of a state available source or contractor furnished source, Davis-Bacon Regulations do not apply.



Mark Gordon
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

May 11, 2022

Monica Gourdine
Wyoming Division Administrator
Federal Highway Administration
2617 E. Lincolnway, Suite D
Cheyenne, WY 82001-5662

Project No.: Project No.: CD21408r
Brooks Street - Greenspace Project
Sheridan, WY
Sheridan County
Street Demo and Greenspace with Pathways

Pursuant to the requirements of the National Environmental Policy Act, the Wyoming Department of Transportation (WYDOT) submits this Categorical Exclusion (CE) on behalf of Sheridan County for the above referenced project. Justification for the determination of minimal and temporary impacts is presented in the following sections.

DETERMINATION

WYDOT Environmental Service use only.

Per the 2018 FHWA/WYDOT Programmatic Agreement for the processing of actions classified as categorical exclusions for federal-aid highway projects,

☐

The attached document meets the requirements of a WYDOT CE1.

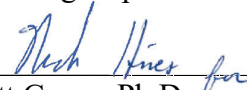


The attached document meets the requirements of a WYDOT CE2.

☐

The attached document meets the requirements of a WYDOT CE3.

Wyoming Department of Transportation



Scott Gamo, Ph.D.

5/11/22
Date

This project is a Categorical Exclusion per FHWA approval

Monica Gourdine

Date

Attachments:

LGC Environmental Form

Site Location Map

Proposed Improvements Map

Agency Letters

- Letter to WYDOT Environmental Services requesting a Cultural Determination
- WYDOT Cultural Response Letter
- Letter to the USACE
- USACE Response Letter
- Letter to the Wyoming Game and Fish
- Wyoming Game and Fish Response Letter
- Letter to the U.S. Fish and Wildlife
- U.S. Fish and Wildlife Response Letter
- Design Plans (optional for maintenance type projects)
- If applicable, enter additional attachments here

LGC ENVIRONMENTAL FORM

PROJECT LOCATION

The project is located in the vacated right-of-way of Brooks Street, between Whitney Street and Burkitt Street, just west of the Sheridan County Courthouse in Sheridan, Wyoming. The legal description is Township 56 North, Range 84 West, Section 27, SE1/4, SE1/4 in Sheridan County. See Figure 1 for the project location.

PURPOSE AND NEED

Currently, the identified section of Brooks Street is closed to motorized traffic and can be used by pedestrians and bicyclists. However, due to the steep 14% grade, the second story County Courthouse entrance is not easily accessible by the public. The proposed project will convert this street into a greenspace area with sidewalks, pathways, access road off of the County's western parking lot, seating and landscaping. Additionally, the space will be made ADA compliant, where feasible, in order to provide for better and safer pedestrian and bicycle use.

PROPOSED IMPROVEMENTS

As stated above the proposed project will convert this street into a greenspace area with sidewalks, pathways, seating, and landscaping. Pathways will be 5 feet wide and made of concrete. See Figure 2 and the attached draft-level plan set for details.

AFFECTED ENVIRONMENT / IMPACTS

** If answered Yes to any of the questions below further details are required.	Yes	No
Social Impacts		
Land Use (<i>New land development, redistribution of developments or changes in zoning</i>) <ul style="list-style-type: none"> Will the proposed project lead to land development or redistribution of existing land development not already in a planning document? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Community Cohesion (<i>The ability of people to communicate and interact with each other in ways that lead to a sense of community. Cohesion is reflected in the neighborhoods ability to function and be recognized as a singular unit.</i>) <ul style="list-style-type: none"> Does the project have residential impacts and/or create a barrier between a residential community and social or commercial resources? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Relocation Potential (<i>Relocation of private or commercial businesses, buildings or property</i>) <ul style="list-style-type: none"> Are any residential or commercial properties going to be relocated? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Churches and Schools (<i>Potential impacts to physical property of a church or school or changes to how they are accessed.</i>) <ul style="list-style-type: none"> Will there be any impacts to church or school property including how they are accessed? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Controversy Potential (<i>If individuals, groups or organizations are against the project.</i>) <ul style="list-style-type: none"> Is there any controversy with the project in the community or adjacent landowners? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Energy Production (<i>Potential impacts to oil, gas, coal, uranium extraction and production.</i>) <ul style="list-style-type: none"> Will the project impact energy production or the recovery of materials in or adjacent to the project area? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<p>Utility Lines <i>(Potential impacts to telephone lines, fiber optic, electrical, water and sewer)</i></p> <ul style="list-style-type: none"> Will any utility lines be moved or impacted due to the project? <p>There is a potential that communication/fiber optic lines will be impacted as a part of project activities. All impacts will be minimized to the greatest extent possible. All impacts to communication/fiber optic cables will be short-term and temporary.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Emergency Services <i>(Potential impacts to designated emergency routes or impacts that may delay emergency services)</i></p> <ul style="list-style-type: none"> Will the project impede emergency service access through the project or surrounding areas? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Environmental Justice <i>(Compare the impacts on the minority and/or low-income populations with respect to the impacts on the overall population within the project area. Fair distribution of the beneficial and adverse effects of the proposed action is the desired outcome.)</i></p> <ul style="list-style-type: none"> Is there fair distribution of the beneficial and adverse effects of the proposed action to all populations within the project area? <p><i>*No additional information needed if checked "Yes".</i></p> <p>If No, provide justification here</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Public Transportation <i>(Potential impacts to public transit operations, existing transit routes, transit facilities, etc.)</i></p> <ul style="list-style-type: none"> Will the project impact public transportation operations or alter public transportation routes? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Right-of-Way <i>(Public rights of way used for transportation.)</i></p> <ul style="list-style-type: none"> Will the project require land that is currently <u>not</u> existing city, county or state transportation right-of-way? <p><i>*All property acquisitions used in this project must comply fully with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.</i></p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<p>Construction Permits <i>(Temporary construction easements or property used only during construction to allow equipment access or additional room to construct the project.)</i></p> <ul style="list-style-type: none"> Will there be temporary access on private, state, or federal land outside of the existing right-of-way for temporary use during construction? <p>Yes, there will be construction permits obtained for 0.04 acre for retaining wall installation.</p>	<input checked="checked" type="checkbox"/>	<input type="checkbox"/>
<p>Pedestrian and Bicycle <i>(Potential impacts to existing pathways, sidewalks or other features used by pedestrians or bicyclists.)</i></p> <ul style="list-style-type: none"> Will there be any impacts to existing pedestrian or bicycle routes or pathways? <p>Yes, there will be a positive benefit to existing pedestrian and bicycle routes and increased ADA compliance.</p>	<input checked="checked" type="checkbox"/>	<input type="checkbox"/>
Archaeological and Historical Impacts		
<p>Cultural/Archaeological/Historic Impacts <i>(Contact WYDOT for a determination of effect or if additional cultural or Historical Studies need to be completed.</i></p> <p><i>*Insert WYDOT's response below and the SHPO concurrence letter in the appendix.</i></p> <p>The following response was received from Sheridan County on February 8, 2022: "Sheridan County contends that the proposed Brooks Street Greenspace project will result in "very minor" impact to historic property (Courthouse) or potential historic property (funeral home) and analysis of avoidance alternatives are not warranted. Of course, this de minimis impact finding is contingent on SHPO written concurrence and this the compliance request."</p> <p>SHPO provided the following concurrence on February 16, 2022: "We find that the proposed undertaking is in an area previously surveyed and containing eligible historic properties. However, we agree that the undertaking will have no adverse effects to any of the eligible historic properties and no further identification efforts are necessary."</p> <p>All correspondence records are provided in Appendix A.</p>		

<p>Section 4(f) (Section 4(f) of the DOT Act establishes the requirement for consideration of park and recreational lands, wildlife and waterfowl refuges and historic sites in transportation project development.)</p> <ul style="list-style-type: none"> Will your project involve work on any of the following types of properties: fairgrounds, public open spaces, public parks, state game lands, or other recreation facilities fully open to the public? <p><i>* If Yes, Contact WYDOT Environmental Services before submitting the final CE</i></p> <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p style="text-align: center;">Natural Resources</p>		
<p>Wetlands and other Waters of the U.S. (Potential impacts to open water, wetlands, creeks, dry channels, irrigation canals, etc.)</p> <ul style="list-style-type: none"> Are there any impacts to Waters of the U.S. including wetlands, creeks, streams or rivers? Did the U.S. Army Corps of Engineers (USACE) indicate the project would impact Waters of the U.S. <p><i>*Send scoping letter to the U.S. Army Corps of Engineers (USACE), attach scoping letter and USACE response in appendix.)</i></p> <p>A request for comment letter was sent to the US Army Corps of Engineers (USACE). This letter and the response can be found in Appendix A. In their response letter dated January 24, 2022, the USACE stated: "Based on the information you provided with your letter and a review of other aerial imagery, it appears that there are no aquatic resources (wetlands or other waters) within the proposed project area. We have no concerns regarding the project."</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Water Quality (Potential impacts to existing impaired waters or sediment run off from the project.)</p> <ul style="list-style-type: none"> Are there any Wyoming Department of Environmental Quality (WYDEQ) Class I, Class II or impaired waters in the project limits? Does the project require compliance or a permit with the Wyoming Pollutant Discharge Elimination System (WPDES)? <p>If earth disturbance will exceed 1 acre, the contractor will apply for a WPDES permit for temporary construction activities. The initial estimate of ground disturbance is approximately 0.6 acre.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<p>Wild and Scenic Rivers (<i>Wild and Scenic Rivers Act was created to preserve certain rivers with outstanding natural, cultural and recreational values in a free-flowing condition for the enjoyment of present and future generations.</i>)</p> <ul style="list-style-type: none"> Are there any designated or proposed Wild and Scenic Rivers in or adjacent to the project area? <p><i>*If Yes, contact WYDOT Environmental Services.</i></p> <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Floodplains (<i>Floodplains are identified by the National Flood Insurance Program (NFIP) and the Federal Emergency Management Agency (FEMA.)</i>)</p> <ul style="list-style-type: none"> Is the project within an identified floodplain or will it encroach on a regulatory floodplain? <p><i>*If Yes, contact the local Floodplain coordinator and include their response in the appendix.</i></p> <p>The project is located on FEMA Firmette 56033C0762E with an effective date of 1/16/2014. The project area is identified as Zone X: area of minimal flood hazard.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Farmlands (<i>The Farmland Protection Policy Act is intended to minimize the impact on the conversion of farmland to nonagricultural uses.</i>)</p> <ul style="list-style-type: none"> Are you impacting any prime or unique farmland as defined by the Natural Resource Conservation Service? <p>A custom USDA NRCS Soil Resource Report was generated for the project area. Two soil types were identified within the project area: Urban land-Kishona, moist-Clarkelen complex, 0 to 3 percent slopes (294) and Urban land-Wyamo-Nuncho complex, 0 to 3 percent slopes (296). Soil type 296 was identified as "soil of statewide importance if irrigated." Because the soil is in an urban area, is not in agricultural production, and is not irrigated, there is no impact to any prime or unique farmland as defined by the NRCS.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Wildlife and Habitat (<i>Potential impacts to state managed wildlife or wildlife habitat, Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act.</i>)</p> <ul style="list-style-type: none"> Are there any raptor nests within one mile of the project area? 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> Is the project located in Sage-Grouse Core Management Areas? 	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<ul style="list-style-type: none"> Did the Wyoming Game and Fish Department have any recommendations or concerns with the project? <p><i>*If Yes, identify which recommendations you will be implementing.</i> <i>*Include scoping letter to the Wyoming Game and Fish and their response in the appendix.</i></p> <p>A letter was sent to Mr. Craig Smith, Regional Wildlife Supervisor with the Wyoming Game and Fish Department on January 20, 2022. Mr. Smith replied via email on February 18, 2022 and stated: "The WGFD did not identify any potential impacts or concerns in the immediate vicinity of the proposal." A record of correspondence is available in Appendix A.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Threatened and Endangered Species <i>(Potential impacts to federal Species Of Concern or Threatened and Endangered species.)</i></p> <ul style="list-style-type: none"> Did the U.S. Fish and Wildlife Service scoping letter indicate any concerns? <p><i>*Include scoping letter to the USFWS and their response in the appendix.</i></p> <p>A request for comment letter was sent to the US. Fish and Wildlife Service on January 20, 2022. The letter was returned with a stamp that included the following response: "Based on the information provided, you may consider this project to be in compliance with the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq)" A copy of this correspondence is provided in Appendix A.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Vegetation <i>(Potential impacts to special status plant species and preventing the spread of noxious and invasive species.)</i></p> <ul style="list-style-type: none"> Will the project impact any special status plant species? <p><i>*Projects <u>must</u> have all disturbed (bare ground) areas seeded with commercially available native species at the end of construction to help control the spread of noxious and invasive species. Explain below if this will not happen.</i></p> <p>No special status plant species will be impacted as a part of project species. All disturbed areas will be subject to professional landscaping and reseeding which should provide adequate defense against noxious and invasive species.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Ecosystem <i>(Potential impacts when considering all the various natural resource impacts to determine if combined they cause impacts to the regional ecosystem.)</i></p> <ul style="list-style-type: none"> Is the project expected to cause permanent regional ecosystem impacts? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Physical Impacts		

<p>Noise (<i>Potential impacts caused by traffic noise increase to noise sensitive areas, including parks, amphitheaters, churches, schools, residential, businesses, etc.</i>)</p> <ul style="list-style-type: none"> • After construction will the project increase noise at any noise sensitive areas within or adjacent to the project area? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Air Quality (<i>Potential impacts to air quality from particulate matter and gas emissions</i>)</p> <ul style="list-style-type: none"> • Is the project in a WYDEQ non-attainment area? • Will there be any adverse long-term impacts to air quality from the project? <p>Sheridan County was in a non-attainment area until 2018. The county was redesignated to maintenance on May 4, 2018.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Hazardous Waste Sites & Contamination (<i>Potential for the project to release or expose contamination from previous fueling stations, lube shops, dry cleaners, mechanic shops, industrial operations, refineries, etc.</i>)</p> <ul style="list-style-type: none"> • Will the project impact any locations that could contain hazardous waste or is adjacent to facilities that may have been previously contaminated? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Visual (<i>Potential impacts to areas that are known for their scenic views including National Scenic Byway, National Scenic Area, Wild and Scenic River, National Trails System, National Monument, cultural resources, etc.</i>)</p> <ul style="list-style-type: none"> • Will the project be seen by any areas known for their scenic views or will it block any areas known for scenic views? <p>If Yes, describe impacts here</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Plant Sites, Material Sources, Haul Roads (<i>All disturbances related to the project including batch plants, hot plants, material sources, borrow sites and haul roads accessing these places need to be covered by this document.</i>)</p> <ul style="list-style-type: none"> • Will the project use borrow sources, waste areas and plant sites <u>other than</u> contractor furnished or commercially available sources? • Are there any other areas outside the project limits that will have work combined with this project that have not been discussed above? <p>The material borrow source will be determined by the selected contractor. The waste site will be off-site and also determined by the contractor.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<p>Temporary Impacts (<i>Describe any other temporary impacts that have not been covered.</i>)</p> <p>Will the project have any other additional temporary impacts that have not been addressed above?</p> <p>A material staging site will be established for the proposed project. This site is anticipated to be located in the County parking lot west of the courthouse</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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PUBLIC PARTICIPATION

<p>A public meeting was held on November 9, 2021 to introduce the project to the community of Sheridan. A second public meeting will be held on March 15, 2022 to discuss preliminary plans before final plans are completed in July 2022. Describe any opportunities that the public has had to provide comments on the project, including dates and a generalized public response. Can include council meetings and direct landowner contact.</p>

ENVIRONMENTAL COMMITMENTS

The contractor will become familiar with and adhere to all laws relevant to avoiding and/or minimizing damaging impacts to the environment.

All property acquisitions used in this project are in full compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

All disturbed areas (even if previously bare ground) will be seeded with commercially available native species at the end of construction to help control the spread of noxious and invasive species.

If any impacts, not discussed in this document, are discovered during construction, work should immediately stop until WYDOT Environmental Services has been notified and has evaluated the impact(s) to determine the proper measures to be taken to prevent further impact and provide guidance on how to mitigate any impacts that require mitigation.

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PREPARER

Christine Percy, Environmental Scientist, Morrison Maierle, Inc.

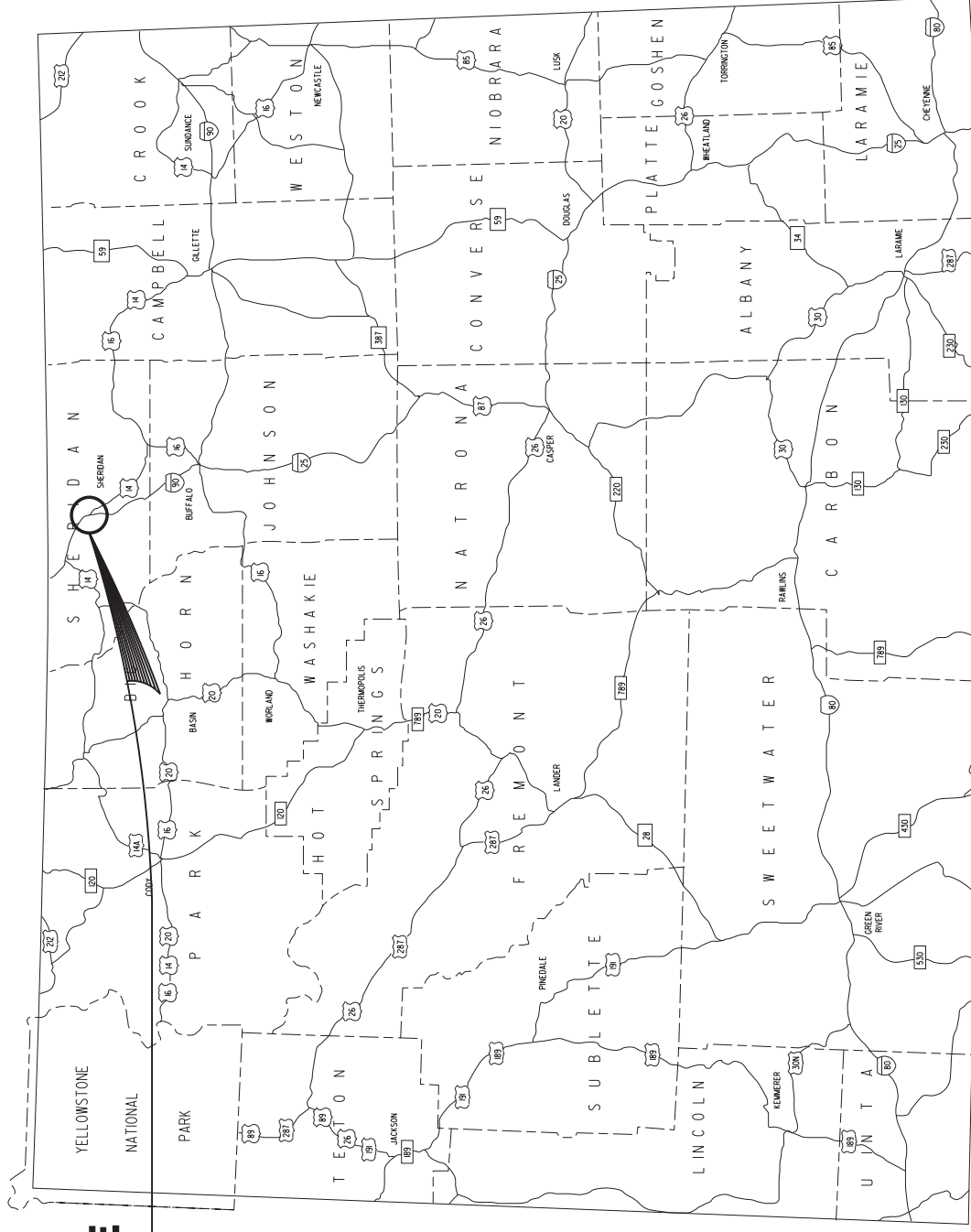
I agree to comply with all commitments and conditions listed above. The information provided above is accurate to the best of my knowledge.



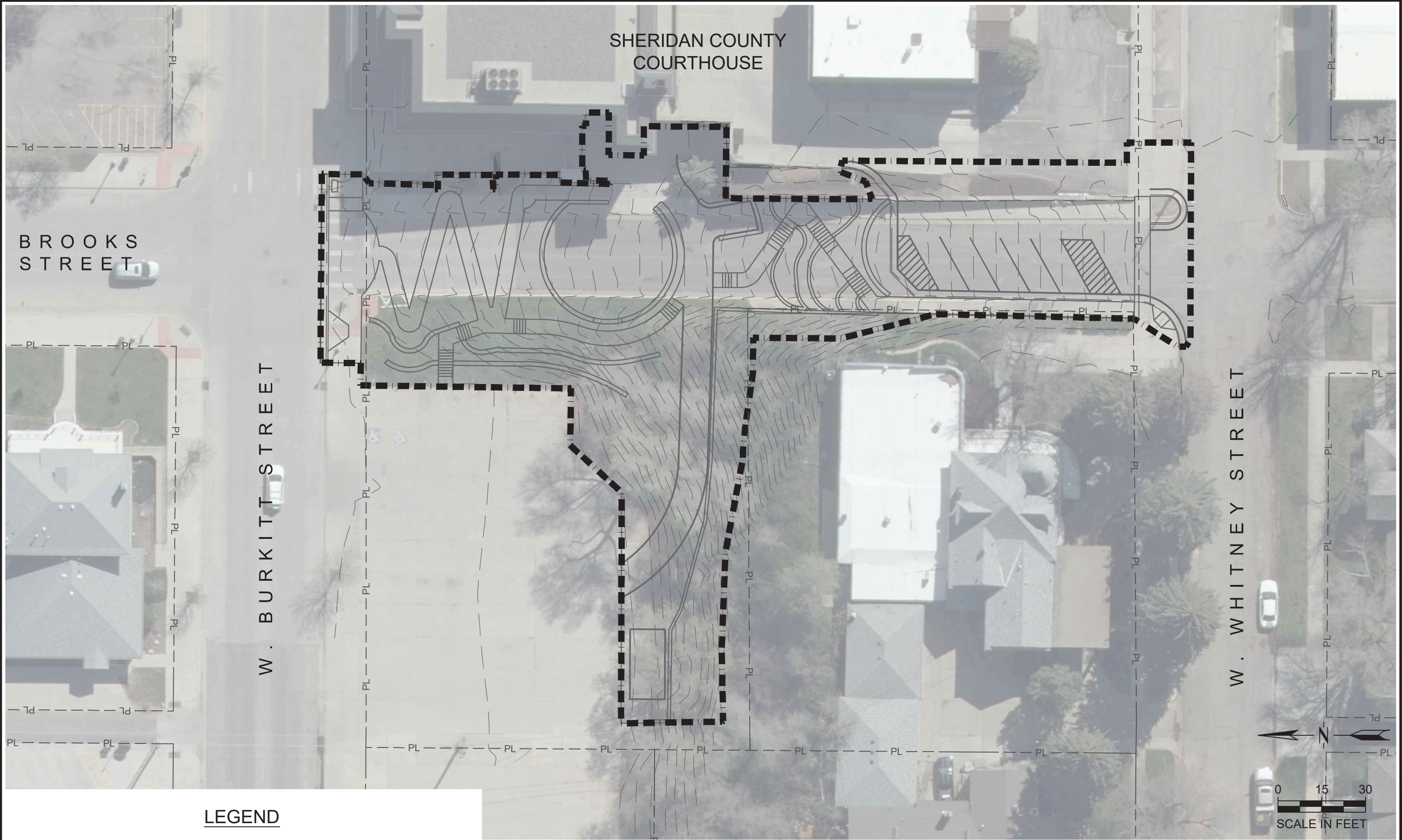
Ken Muller
Sheridan County Engineer

DATE 5-11-2022

PROJECT LOCATION BROOKS ST GREENSPACE



W:\6017 Sheridan County\6017.002 SHR CNTY - Brooks St Greenspace\ACAD\Exhibits\Project Limits-CatEx.dwg



LEGEND



LIMITS OF CONSTRUCTION



EXISTING PROPERTY LINES



1470 Sugarland Drive, Suite 1
Sheridan, WY 82801
307.672.9310
www.m-m.net

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Plotted by tyson markham on May/9/2022

DRAWN BY: TEM
DSGN. BY: TEM
APPR. BY: TSB
DATE: 5/2022

SHERIDAN	BROOKS STREET GREENSPACE	WYOMING
LIMITS OF CONSTRUCTION		

PROJECT NO.
6017.002
FIGURE NUMBER
1

January 20, 2022

Wyoming Department of Transportation
Environmental Services

Sent via email: nick.hines@wyo.gov

Subject: Brooks Street Greenspace Project – Sheridan, Wyoming – Categorical Exclusion

Dear Wyoming Department of Transportation,

Sheridan County, through the Wyoming Department of Transportation (WYDOT), is currently assembling a Categorical Exclusion Document (Catex) for the Sheridan County Brooks Street Greenspace Project in Sheridan, Wyoming. Sheridan County has received TAP Funding from WYDOT for the planning and design of a new greenspace area. The primary purpose of this project is to replace a traditional city street with a pedestrian friendly greenspace. This Catex is being prepared by the firm of Morrison-Maierle, Inc. (MMI) in accordance with National Environmental Policy Act (NEPA) requirements and guidelines. The project is located in the vacated right-of-way of Brooks Street, between Whitney Street and Burkitt Street, just west of the Sheridan County Courthouse in Sheridan, Wyoming. The legal location is Township 56 North, Range 84 West, Section 27, SE1/4, SE1/4 in Sheridan County. MMI is initializing consultation with various agencies/entities that may have affected areas of interest.

Proposed Activity Description

Currently, the identified section of Brooks Street is closed to motorized traffic and can be used by pedestrians and bicyclists. However, due to the steep 14% grade, second story County Courthouse entrance is not easily accessible by the public. The proposed project will convert this street into a greenspace area with sidewalks, pathways, seating, and landscaping. Additionally, the space will be made ADA compliant, where feasible, in order to promote better and safer pedestrian and bicycle use.

As a part of this project, an existing retaining wall along the funeral home property (SW portion of the project) may be impacted by backfilling against the existing wall and potentially covering it up.

Information Request

The purpose this letter is to serve as an introduction for WYDOT to seek cultural resource consultation from SHPO, as appropriate. Included for your use are reference maps reflecting the project area with proposed areas of improvements depicted.

If you have any questions pertaining to the information provided, please do not hesitate to contact me direct at (406) 922-6846.

Sincerely,

 MORRISON-MAIERLE, INC.

We create solutions that build better communities

Christine L. Percy

Christine Percy
Environmental Scientist

Enclosure

CC: Tim Brugger, P.E. (MMI)
Nick Hines (WYDOT)



PUBLIC WORKS DEPARTMENT

ENGINEERING • PLANNING • ROAD & BRIDGE • BUILDING OFFICIAL

2/8/22

Brian Beadles
Deputy State Historic Preservation Officer
Wyoming State Historic Preservation Office
2301 Central Ave
Cheyenne, WY 82002

Federal Project CM20407
Transportation Alternatives Program Project
CD21408 Brooks Street Greenspace
Sheridan County
Compliance Letter Request

Dear Mr. Beadles,

Sheridan County is currently working through the design-phase of the above referenced project with the Wyoming Department of Transportation. The proposed project is to make public improvements, to the area of the vacated Brooks Street in the City of Sheridan. The project area is immediately west of the Sheridan County Courthouse. Currently the proposed improvements included a common greenspace area on the north end and additional traffic circulation, pedestrian access, and parking on the south end. Attached is a conceptual drawing depicting the proposed improvements.

These proposed improvements will impact the existing concrete retaining walls on both sides of the vacated Brooks Street. Both existing walls have previously rotated and show signs of deterioration. The proposed improvements will not affect the Sheridan Courthouse buildings (NHRP property) and will also not affect the Funeral Home building (potential NHRP property) at 244 S. Brooks Street. It is assumed the funeral home building at 244 S. Brooks Street would be eligible for NHRP based on the records indicate the original building was constructed in year 1898. The east portion of the building, near the retaining wall, is an addition to the original building of unknown year.

Sheridan County contends the proposed Brooks Street Greenspace project will result in “very minor” impact to the historic property (Courthouse) or potential historic property (funeral home) and analysis of avoidance alternatives are not warranted. Of course, this de minimis impact finding is contingent on SHPO written concurrence and thus the compliance request.

Please let me know if there is additional information I can provide to facilitate this request. I can be reached at (307) 674-2920 or email at kmuller@sheridancounty.com. Thank you for your consideration in this matter

Best Regards,

Ken Muller, P.E.
County Engineer

Attachments: Concept Plan, Project Location, 7.5 min Quad, Pictures
Cc: Project File, BOCC, Renee' Obermueller – Administrative Director



February 16, 2022

Ken Muller, P.E.
County Engineer
Sheridan County, Wyoming
Public Works Department
224 South Main Street, Suite 428
Sheridan, Wyoming 82801

RE: CD21408 Brooks Street Greenspace; Sheridan County (DBPR_WY_2022_100)

Dear Mr. Muller,

Thank you for consulting with the Wyoming State Historic Preservation Office (SHPO) regarding the above referenced undertaking. Following 36 CFR Part 800, we find that the proposed undertaking is in an area previously surveyed and containing eligible historic properties. However, we agree that the undertaking will have no adverse effect to any of the eligible historic properties and no further identification efforts are warranted.

There is a possibility that buried prehistoric or historic materials may be discovered during the undertaking and we recommend the Wyoming Department of Transportation incorporate the following stipulation in the project permit:

If any cultural materials are discovered during construction, work in the area should halt immediately, the federal agency and SHPO staff be contacted, and the materials be evaluated by an archaeologist or historian meeting the Secretary of the Interior's Professional Qualification Standards (48 FR 22716, Sept. 1983).

This letter should be retained in your files as documentation of a SHPO concurrence with your finding of no historic properties affected. Please refer to DBPR_WY_2022_100 on any future correspondence regarding this undertaking. If you have any questions, please contact me at 307-777-7530.

Sincerely,

A handwritten signature in cursive script that reads "Bethany Kelly".

Bethany Kelly

Mark Gordon | Governor
Darin J. Westby, P.E. | Director
Sara Needles | SHPO Officer



**ARTS. PARKS.
HISTORY.**
State Parks & Cultural Resources

January 19, 2022

U.S. Army Corps of Engineers
Regulatory Program

Sent via email: Wyoming.reg@usace.army.mil

Subject: Brooks Street Greenspace Project – Sheridan, Wyoming – Categorical Exclusion

Dear USACE,

Sheridan County, thru the Wyoming Department of Transportation (WYDOT), is currently assembling a Categorical Exclusion Document (Catex) for the Sheridan County Brooks Street Greenspace Project in Sheridan, Wyoming. Sheridan County has received TAP Funding from WYDOT for the planning and design of a new greenspace area. The primary purpose of this project is to replace a traditional city street with a pedestrian friendly greenspace. This Catex is being prepared by the firm of Morrison-Maierle, Inc. (MMI) in accordance with National Environmental Policy Act (NEPA) requirements and guidelines. The project is located in the vacated right-of-way of Brooks Street, between Whitney Street and Burkitt Street, just west of the Sheridan County Courthouse in Sheridan, Wyoming. The legal location is Township 56 North, Range 84 West, Section 27, SE1/4, SE1/4 in Sheridan County. MMI is initializing consultation with various agencies/entities that may have affected areas of interest.

Proposed Activity Description

Currently, the identified section of Brooks Street is closed to motorized traffic and can be used by pedestrians and bicyclists. However, due to the steep 14% grade, second story County Courthouse entrance is not easily accessible by the public. The proposed project will convert this street into a greenspace area with sidewalks, pathways, seating, and landscaping. Additionally, the space will be made ADA compliant, where feasible, in order to promote better and safer pedestrian and bicycle use.

Information Request

We are requesting a review of potential project-related effects on US Army Corps of Engineers (USACE) resources within and in the vicinity of the project area for environmental documentation. Please provide any comments concerning potential impacts from the proposed project on any USACE resources within the vicinity of the project.

We would also appreciate any additional information or comment that your agency finds applicable to the proposed project. Included for your use are reference maps reflecting the project area with proposed areas of improvements depicted.

A written response from the USACE will assist Morrison-Maierle Inc. in the completion of environmental documentation for the referenced project. Any response on these matters may result in further coordination to mitigate potential effects of the proposed action. If you have comments or potentially helpful information, please provide your written response to me no later than 30 calendar days from the date of this letter (February 16th, 2022). Should no comments be received within that period, we will take that as there being no comment at this time.

We create solutions that build better communities

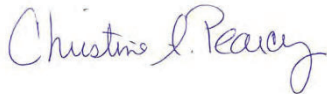
Please send your written response to the following address:

Morrison-Maierle, Inc.
Attn: Christine Pearcy
P.O. Box 1113
Bozeman, Montana 59771
cpearcy@m-m.net

If you have any questions pertaining to the information provided, please do not hesitate to contact me direct at (406) 922-6846.

Sincerely,

 MORRISON-MAIERLE, INC.



Christine Pearcy
Environmental Scientist

Enclosure

CC: Tim Brugger, P.E. (MMI)
Nick Hines (WYDOT)
Ken Muller



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
WYOMING REGULATORY OFFICE
2232 DELL RANGE BOULEVARD, SUITE 210
CHEYENNE WY 82009-4942

January 24, 2022

Morrison-Maierle, Inc.
Attn: Christine Pearcy
P.O. Box 1113
Bozeman, Montana 59771

Dear Ms. Pearcy:

Thank you for your letter that we received on January 20, 2022, requesting review of the proposed Brooks Street Greenspace Project in Sheridan, Wyoming (SE1/4, SE1/4, Section 27, Township 56 North, Range 84 West, Sheridan County).

The U.S. Army Corps of Engineers (Corps) regulates the placement of dredged and fill material into wetlands and other waters of the United States as authorized primarily by Section 404 of the Clean Water Act (33 U.S.C. 1344). The term "waters of the United States" has been broadly defined by statute, regulation, and judicial interpretation to include all waters that were, are, or could be used in interstate commerce such as streams, reservoirs, lakes and adjacent wetlands. The Corps regulations are published in the *Code of Federal Regulations* as 33 CFR Parts 320 through 332. Information on Section 404 program requirements in Wyoming can be found on our website <http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Wyoming.aspx>.

Based on the information you provided with your letter and a review of other aerial imagery, it appears that there are no aquatic resources (wetlands or other waters) within the proposed project area. We have no concerns regarding the project.

This letter serves as a response to your general inquiry and does not represent a formal determination. If you would prefer a formal approved jurisdictional determination, please notify our office and reference file number NWO-2022-00145.

Thank you for considering the requirements of the U.S. Army Corps of Engineers' regulatory program. Please contact me at (307) 772-2300 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "P. M. Wolken", is positioned above the typed name.

Paige M. Wolken
Senior Project Manager
Wyoming Regulatory Office

January 20, 2022

Wyoming Game and Fish Department
Sheridan Regional Office
Attn: Craig Smith, Regional Wildlife Supervisor

Send via email: craig.smith1@wyo.gov

Subject: Brooks Street Greenspace Project – Sheridan, Wyoming – Categorical Exclusion

Dear Craig,

Sheridan County, through the Wyoming Department of Transportation (WYDOT), is currently assembling a Categorical Exclusion Document (Catex) for the Sheridan County Brooks Street Greenspace Project in Sheridan, Wyoming. Sheridan County has received TAP Funding from WYDOT for the planning and design of a new greenspace area. The primary purpose of this project is to replace a traditional city street with a pedestrian friendly greenspace. This Catex is being prepared by the firm of Morrison-Maierle, Inc. (MMI) in accordance with National Environmental Policy Act (NEPA) requirements and guidelines. The project is located in the vacated right-of-way of Brooks Street, between Whitney Street and Burkitt Street, just west of the Sheridan County Courthouse in Sheridan, Wyoming. The legal location is Township 56 North, Range 84 West, Section 27, SE1/4, SE1/4 in Sheridan County. MMI is initializing consultation with various agencies/entities that may have affected areas of interest.

Proposed Activity Description

Currently, the identified section of Brooks Street is closed to motorized traffic and can be used by pedestrians and bicyclists. However, due to the steep 14% grade, second story County Courthouse entrance is not easily accessible by the public. The proposed project will convert this street into a greenspace area with sidewalks, pathways, seating, and landscaping. Additionally, the space will be made ADA compliant, where feasible, in order to promote better and safer pedestrian and bicycle use.

Information Request

We are requesting a review of potential project-related effects on Wyoming Game and Fish Department (WGFD) resources within and in the vicinity of the project area for environmental documentation. Please provide any comments concerning potential impacts from the proposed project on any WGFD resources within the vicinity of the project.

We would also appreciate any additional information or comment that your agency finds applicable to the proposed project. Included for your use are reference maps reflecting the project area with proposed areas of improvements depicted.

A written response from the WGFD will assist Morrison-Maierle Inc. in the completion of environmental documentation for the referenced project. Any response on these matters may result in further coordination to mitigate potential effects of the proposed action. If you have comments or potentially helpful information, please provide your written response to me no later

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than 30 calendar days from the date of this letter (February 16th, 2022). Should no comments be received within that period, we will take that as there being no comment at this time.

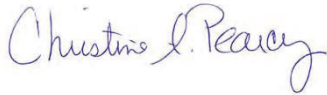
Please send your written response to the following address:

Morrison-Maierle, Inc.
Attn: Christine Pearcy
P.O. Box 1113
Bozeman, Montana 59771
cpearcy@m-m.net

If you have any questions pertaining to the information provided, please do not hesitate to contact me direct at (406) 922-6846.

Sincerely,

 MORRISON-MAIERLE, INC.



Christine Pearcy
Environmental Scientist

Enclosure

CC: Tim Brugger, P.E. (MMI)
Nick Hines (WYDOT)

From: [Craig Smith -WGF](#)
To: [Christine A. Percy](#)
Cc: [Nick Hines](#); [Tim Brugger](#)
Subject: Re: Request for comment: Brooks Greenspace Project - Sheridan, Wyoming
Date: Friday, February 18, 2022 7:50:19 PM
Attachments: [image004.png](#)
[image001.png](#)
[image003.png](#)
[image005.png](#)
[image004.png](#)

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Thanks Christine,

The WGFD did not identify any potential impacts or concerns in the immediate vicinity of the proposal. Good luck with the project!

Take care,

Craig

On Fri, Feb 18, 2022, 2:47 PM Christine A. Percy <cpearcy@m-m.net> wrote:

Hi Craig,

Just reaching back out to make sure you had a chance to provide comment on this project, if you intended to. I'm working on the CATEx document currently and will finalize in the next week or so.

Thanks,

Christine



Christine A. Percy
Environmental Scientist, Morrison-Maierle
+14069226846 direct | +14065816543 mobile

From: Craig Smith -WGF <craig.smith1@wyo.gov>
Sent: Friday, January 21, 2022 8:37 AM
To: Christine A. Percy <cpearcy@m-m.net>
Cc: nick.hines@wyo.gov; Tim Brugger <tbrugger@m-m.net>
Subject: Re: Request for comment: Brooks Greenspace Project - Sheridan, Wyoming

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Thanks Christine, we will look it over and respond by the deadline.

Craig

On Thu, Jan 20, 2022 at 3:24 PM Christine A. Percy <cpercy@m-m.net> wrote:

Hi Craig,

Please see the attached letter regarding the Brooks Greenspace Project in Sheridan, Wyoming.

Thank you,
Christine



Christine A. Percy

Environmental Scientist, Morrison-Maierle

+14069226846 direct | +14065816543 mobile

2880 Technology Blvd W, Bozeman, MT 59718

--

Craig M. Smith

Regional Wildlife Supervisor

700 Valley View Drive

Sheridan, WY 82801

(307) 672-7418

craig.smith1@wyo.gov

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

January 20, 2022

U.S. Fish and Wildlife Service
Wyoming Field Office

Sent via email: WyomingES@fws.gov

Subject: Brooks Street Greenspace Project – Sheridan, Wyoming – Categorical Exclusion

Dear USFWS,

Sheridan County, thru the Wyoming Department of Transportation (WYDOT), is currently assembling a Categorical Exclusion Document (Catex) for the Sheridan County Brooks Street Greenspace Project in Sheridan, Wyoming. Sheridan County has received TAP Funding from WYDOT for the planning and design of a new greenspace area. The primary purpose of this project is to replace a traditional city street with a pedestrian friendly greenspace. This Catex is being prepared by the firm of Morrison-Maierle, Inc. (MMI) in accordance with National Environmental Policy Act (NEPA) requirements and guidelines. The project is located in the vacated right-of-way of Brooks Street, between Whitney Street and Burkitt Street, just west of the Sheridan County Courthouse in Sheridan, Wyoming. The legal location is Township 56 North, Range 84 West, Section 27, SE1/4, SE1/4 in Sheridan County. MMI is initializing consultation with various agencies/entities that may have affected areas of interest.

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Information Request

We are requesting a review of potential project-related effects on US Fish and Wildlife Service (USFWS) resources within and in the vicinity of the project area for environmental documentation. Please provide any comments concerning potential impacts from the proposed project on any USFWS resources within the vicinity of the project.

We would also appreciate any additional information or comment that your agency finds applicable to the proposed project. Included for your use are reference maps reflecting the project area with proposed areas of improvements depicted.

A written response from the USFWS will assist Morrison-Maierle Inc. in the completion of environmental documentation for the referenced project. Any response on these matters may result in further coordination to mitigate potential effects of the proposed action. If you have comments or potentially helpful information, please provide your written response to me no later than 30 calendar days from the date of this letter (February 16th, 2022). Should no comments be received within that period, we will take that as there being no comment at this time.

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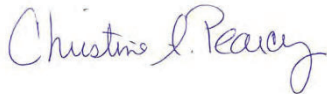
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Bozeman, Montana 59771
cpearcy@m-m.net

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Sincerely,

 MORRISON-MAIERLE, INC.



Christine Pearcy
Environmental Scientist

Enclosure

CC: Tim Brugger, P.E. (MMI)
Nick Hines (WYDOT)

January 20, 2022

U.S. Fish and Wildlife Service
Wyoming Field Office

Sent via email: WyomingES@fws.gov

U.S. Fish and Wildlife Service
Based on the information provided, you may consider this project to be in compliance with the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.). The project should be reanalyzed by our office if any new information indicates there may be effects to protected species or their habitats.

for Field Supervisor, U.S. Fish and Wildlife Service, Wyoming Field Office, 334 Parsley Boulevard, Cheyenne, WY 82007

TAILS: **2022-0006273**

Subject: Brooks Street Greenspace Project – Sheridan, Wyoming – Categorical Exclusion

Dear USFWS,

Sheridan County, thru the Wyoming Department of Transportation (WYDOT), is currently assembling a Categorical Exclusion Document (Catex) for the Sheridan County Brooks Street Greenspace Project in Sheridan, Wyoming. Sheridan County has received TAP Funding from WYDOT for the planning and design of a new greenspace area. The primary purpose of this project is to replace a traditional city street with a pedestrian friendly greenspace. This Catex is being prepared by the firm of Morrison-Maierle, Inc. (MMI) in accordance with National Environmental Policy Act (NEPA) requirements and guidelines. The project is located in the vacated right-of-way of Brooks Street, between Whitney Street and Burkitt Street, just west of the Sheridan County Courthouse in Sheridan, Wyoming. The legal location is Township 56 North, Range 84 West, Section 27, SE1/4, SE1/4 in Sheridan County. MMI is initializing consultation with various agencies/entities that may have affected areas of interest.

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United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Sheridan County Area, Wyoming**

Brooks St. Greenspace



February 18, 2022

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

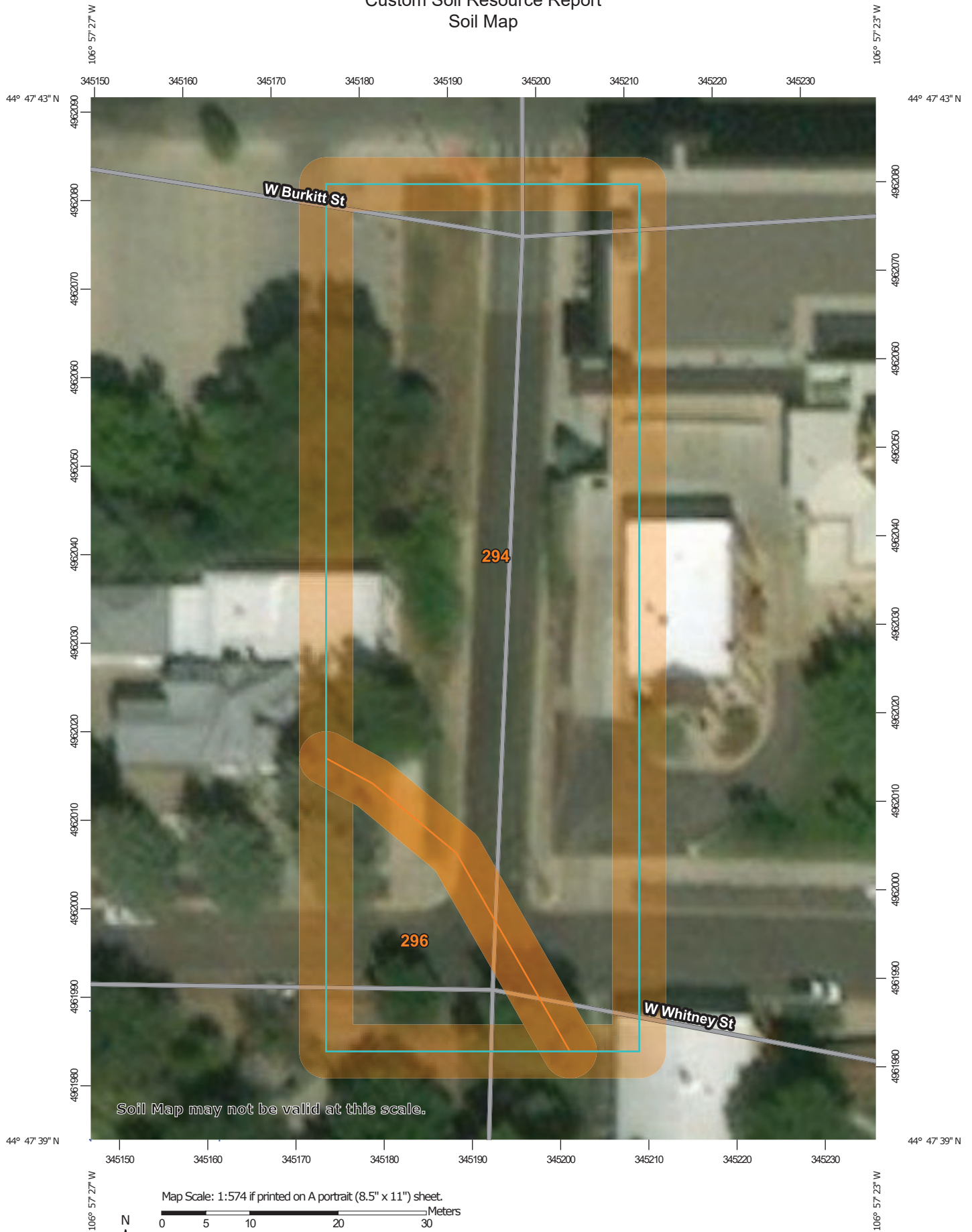
Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map


The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)


Soils


 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot


 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot


 Sinkhole

 Slide or Slip


 Sodic Spot

 Spoil Area

 Stony Spot


 Very Stony Spot

 Wet Spot


 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails


 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Sheridan County Area, Wyoming
Survey Area Data: Version 22, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 30, 2013—Oct 24, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
294	Urban land-Kishona, moist-Clarkelen complex, 0 to 3 percent slopes	0.7	83.9%
296	Urban land-Wyarno-Nuncho complex, 0 to 3 percent slopes	0.1	16.1%
Totals for Area of Interest		0.9	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The

delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Sheridan County Area, Wyoming

294—Urban land-Kishona, moist-Clarkelen complex, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: d3p3
Elevation: 3,500 to 4,500 feet
Mean annual precipitation: 10 to 14 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 110 to 125 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 35 percent
Kishona, moist, and similar soils: 25 percent
Clarkelen and similar soils: 15 percent
Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Kishona, Moist

Setting

Landform: Fan remnants, alluvial fans
Down-slope shape: Linear
Across-slope shape: Linear

Typical profile

A - 0 to 4 inches: loam
B - 4 to 60 inches: clay loam

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 5.0
Available water supply, 0 to 60 inches: High (about 10.7 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: B
Ecological site: R058BY122WY - Loamy (Ly) 10-14" PZ
Other vegetative classification: NONE (null)
Hydric soil rating: No

Description of Clarkelen

Setting

Landform: Drainageways, flood plains

Down-slope shape: Linear

Across-slope shape: Linear

Typical profile

A - 0 to 3 inches: fine sandy loam

C - 3 to 33 inches: stratified loamy sand to clay loam

C - 33 to 60 inches: sand

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 5.95 in/hr)

Depth to water table: About 48 to 72 inches

Frequency of flooding: RareNone

Frequency of ponding: None

Calcium carbonate, maximum content: 5 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 5.0

Available water supply, 0 to 60 inches: Low (about 5.9 inches)

Interpretive groups

Land capability classification (irrigated): 3e

Land capability classification (nonirrigated): 3e

Hydrologic Soil Group: A

Ecological site: R058BY122WY - Loamy (Ly) 10-14" PZ

Other vegetative classification: NONE (null)

Hydric soil rating: No

Minor Components

Haverdad

Percent of map unit: 5 percent

Ecological site: R058BY128WY - Lowland (LL) 10-14" PZ

Hydric soil rating: No

Recluse

Percent of map unit: 5 percent

Ecological site: R058BY122WY - Loamy (Ly) 10-14" PZ

Hydric soil rating: No

Nuncho

Percent of map unit: 5 percent

Ecological site: R058BY104WY - Clayey (Cy) 10-14" PZ

Hydric soil rating: No

Havertel

Percent of map unit: 5 percent

Ecological site: R058BY128WY - Lowland (LL) 10-14" PZ

Hydric soil rating: No

Cut and fill - made land

Percent of map unit: 4 percent

Hydric soil rating: No

Freq. flooded soils

Percent of map unit: 1 percent

Landform: Flood plains, stream terraces

Hydric soil rating: Yes

296—Urban land-Wyarno-Nuncho complex, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: d3p1

Elevation: 3,500 to 4,500 feet

Mean annual precipitation: 15 to 17 inches

Mean annual air temperature: 45 to 48 degrees F

Frost-free period: 110 to 120 days

Farmland classification: Farmland of statewide importance, if irrigated

Map Unit Composition

Wyarno and similar soils: 36 percent

Urban land: 34 percent

Nuncho and similar soils: 15 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Wyarno

Setting

Landform: Fan remnants, alluvial fans

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Clayey alluvium derived from sandstone and shale

Typical profile

A - 0 to 3 inches: clay loam

Bt - 3 to 15 inches: clay

Bk - 15 to 60 inches: clay loam

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 14 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 5.0

Available water supply, 0 to 60 inches: High (about 9.1 inches)

Custom Soil Resource Report

Interpretive groups

Land capability classification (irrigated): 3e

Land capability classification (nonirrigated): 3e

Hydrologic Soil Group: C

Ecological site: R043BY404WY - Clayey (Cy) 15-19" Northern Plains Precipitation Zone

Other vegetative classification: NONE (null)

Hydric soil rating: No

Description of Nuncho

Setting

Landform: Fan remnants, alluvial fans

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Alluvium derived from sedimentary rock

Typical profile

A - 0 to 10 inches: clay loam

Bt - 10 to 35 inches: clay

Bk - 35 to 60 inches: clay loam

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 15 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 10.4 inches)

Interpretive groups

Land capability classification (irrigated): 3e

Land capability classification (nonirrigated): 3e

Hydrologic Soil Group: C

Ecological site: R043BY404WY - Clayey (Cy) 15-19" Northern Plains Precipitation Zone

Other vegetative classification: NONE (null)

Hydric soil rating: No

Minor Components

Cut and fill - made land

Percent of map unit: 3 percent

Hydric soil rating: No

Zigweid

Percent of map unit: 3 percent

Ecological site: R043BY422WY - Loamy (Ly) 15-19" Northern Plains Precipitation Zone

Hydric soil rating: No

Custom Soil Resource Report

Recluse

Percent of map unit: 3 percent

Ecological site: R043BY422WY - Loamy (Ly) 15-19" Northern Plains Precipitation Zone

Hydric soil rating: No

Platsher

Percent of map unit: 3 percent

Ecological site: R043BY404WY - Clayey (Cy) 15-19" Northern Plains Precipitation Zone

Hydric soil rating: No

Grv-s substratum soils

Percent of map unit: 2 percent

Hydric soil rating: No

Somewhat poorly drained soils

Percent of map unit: 1 percent

Hydric soil rating: No

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Custom Soil Resource Report

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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. Electrical Permits will be required for the electrical work. 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 decorative lighting system.

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 Federal Standardized Changed Condition Clause). 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.

02221.30 DRY UTILITY TRENCHING AND RELOCATING

This item shall be measured a Lump Sum (LS) basis of dry utility trenching and relocating of existing utility lines.

Payment shall constitute full compensation for furnishing all material, labor, equipment, conduit and associated fittings (if needed), locating and exposing existing utility, relocating existing utility, excavation of new utility trench, hauling and disposing of waste material; backfill and compaction of the trench, and all other incidentals necessary for the completion of the dry utility trench in accordance with the Contract Documents.

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 prices 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; 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 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 post materials designated in the Plans, for all excavation, backfill and compaction, and placement of new concrete, 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).

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.

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.

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.

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.

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, pre-molded expansion joint material, contraction joints, reinforcing steel, dowels, sleeves, joint sealant, insulation, 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 by providing an email address to Morrison-Maierle, 1470 Sugarland Drive, Suite 1, Sheridan, Wyoming, 307-675-7708, 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.

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 mainlined 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%

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01750 – SPECIAL PROVISIONS

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 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

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

Characteristics of Soil Using Standard Effort

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.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

- B. Samples: Submit samples of materials as specified and as otherwise requested by ENGINEER, including names, sources and descriptions.
- C. Design Submittal:
 - 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. Detail of the modular block fascia attachment to the soil reinforcement
 - iii. Cross sections through the wall depicting batter, placement of reinforcement and, if other than indicated on the plans, drainage system details.

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 24 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.
- 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.

SHERIDAN COUNTY – BROOKS STREET GREENSPACE

DIVISION 2 – SITEWORK

SECTION 02835 – SEGMENTAL RETAINING WALL SYSTEM

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 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.

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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.

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.

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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 preamble 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 in accordance with City of Sheridan 02895 – Engineering Fabric (Drainage and Filtration) and as shown in the plans and details.
- 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 manufacturers/suppliers of the geosynthetic reinforcement shall have demonstrated construction of similar size and types of segmental retaining walls

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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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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.
- 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.
- 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.
- 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.

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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.

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.

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- 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.

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

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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).

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3.09 ADJUSTING:

- 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 WALL:

- A. The CONTRACTOR is responsible for ensuring that construction by others adjacent to the wall 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.

ND 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)

By: _____
Representative

Title

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:

Estimated increase(decrease)in Contract Time:

\$ _____
If the change involves an increase, the estimated
amount is not to be exceeded without further
authorization.

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:

AUTHORIZED:

(ENGINEER)
By: _____
(Authorized Signature)

(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 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

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

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____;