



**TINTOWN WASTEWATER
COLLECTION SYSTEM
(CONTA10-014)**

**CONSTRUCTION
CONTRACT DOCUMENTS**

ORIGINAL

1719.02



PRE-BID MEETING MINUTES

PROJECT NAME: City of Bisbee Tintown Wastewater Collection System

PROJECT NO.: 1719.02

DATE OF MEETING: February 27, 2014

TIME OF MEETING: 10:00 a.m.

LOCATION: City of Bisbee
Public Works Department
404 Bisbee Road, Bisbee, Arizona

SUBJECT: **CITY OF BISBEE
TINTOWN WASTEWATER COLLECTION SYSTEM**

Name of Firm	Representative's Name	Phone	E-mail
Redpoint Contracting	Mike Ferris	602-792-0013	estimating@redpointcontracting.com
LB Contracting	Larry Bryant	928-254-3746	lbryant@lbcontracting.com
NAC Construction	Noah Outman	520-623-0900	nputman@borderland-inc.com
KE&G Construction	Larry Saunders	458-9594	lsaunders@kegtus.com
Fann Environmental	Mark McQuery	928-499-0737	markm@fannenvironmental.com
Westpoint Contractors	Stephen Church	602-400-1853	Stephen.church@westpointcontractors.com
Meridian	Rick Cornelius	520-403-8598	r.cornelius@meridiancon.net
APS	Antonia Morales	520-364-1521	Antonia.morales@aps.com
ADEQ-OBEP/WIFA	Dean Moulis	520-628-6797	DM12@azdeq.gov
City of Bisbee	Mike Teran	520-227-9841	mteran@cityofbisbee.com
AZ Water Company	Frank Cabello	520-456-7558	fcabello@azwater.com
AZ Water Company	Andy Haas	602-240-6860	ahaas@azwater.com
AZ Water Company	Joe Mauzy	520-432+5321	jmauzy@azwater.com
City of Bisbee	Lee Ashe	520-432-3737	lashe@cityofbisbee.com
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Hennesy Mechanical	Jeff Pals	602-996-3444	jeff@hennesymech.com
City of Bisbee	Tom Klimek	520-432-6002	tklimek@cityofbisbee.com
WestLand Resources, Inc.	Mark Ostermann	520-909-6129	mostermann@westlandresources.com
WestLand Resources, Inc.	Kara D. Festa	520-206-9585	kfesta@westlandresources.com

The purpose of the pre-bid meeting was to review the project scope and contract documents and answer questions. An agenda was provided for the meeting, and included the items as provided below.

1. PROJECT DESCRIPTION

The project scope includes mobilization and demobilization, construction of approximately 3,200 linear feet of wastewater gravity mains, manholes, force main, lift station, solar photovoltaic system, approximately 40 house connection sewer (HCS) laterals and 23 house connections (including work on the private properties to connect the private sewer HCS to the house plumbing), as well as decommissioning of approximately 41 septic systems and cesspools. Construction is expected to begin in late April 2014. Engineer's estimate by AMEC from 2012 was \$1.46 million.

2. PROJECT FUNDING

The City of Bisbee, Arizona (the "City") has received a grant from the North American Development Bank (NADB) through its Border Environment Infrastructure Fund (BEIF), which is funded by contributions from the U.S. Environmental Protection Agency (USEPA), and a grant from the U.S. Department of Agriculture Rural Development (USDA-RD), to finance the costs for the construction of the wastewater collection system for the community of Tintown in Bisbee, Arizona.

3. BID DOCUMENT HIGHLIGHTS

Bidders are strongly encouraged to carefully review and familiarize themselves with the requirements for submitting a bid, including numerous agency-provided forms. The general requirements as provided in the bid documents are outlined below.

- Full set of bid documents are available on the City of Bisbee's web site. The documents currently on the site consist of the Contract Documents, Invitation for Bids and Sections 00100 through 00900, dated 2/4/14; AMEC Technical Specifications dated 5/21/12; AMEC drawings, Revision 4 dated 2/4/14; and Plot Plans dated 1/23/14 and 2/3/14. Hard copies are available for purchase from the City.
- Bids are due Friday, March 14, 2014 by 2:00 pm at the Office of the City Clerk, City Hall, 118 Arizona Street, Bisbee, Arizona.
- Bid Form and Bid Schedule (Pages 300-1 thru 300-9).
- NOT under Davis-Bacon prevailing wage requirements.
- Required 10% bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check.
- Required Bidder Qualification Statement with Supporting Data, Section 00440 (similar project experience and references).
- Compliance Statement (RD 400-6), Section 00450.
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048), Section 00460.
- RD Instruction (1940-Q, Exhibit A-1) Certification for Contracts, Grants, and Loans, Section 00470.
- Affidavit of Contractor Certifying That There Was No Collusion in Bidding for Contract, Section 00480.
- Non-Bribery Letter on Bidder's Letterhead, Section 00490.
- EPA Green Construction Guidelines Form, Section 00495.

4. CONTRACT AGREEMENT AND SUPPLEMENTARY CONDITIONS

- Substantial Completion 210 days after the date the Contract Times commence to run, Final Completion 240 days.
- Performance and Payment Bonds will be required.
- Liquidated Damages included.
- Rural Development Supplementary Conditions are included.

5. TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

Scope of Work

- 1) Project Overview:
 - a) Gravity Sewer Inside and Outside of Tintown
 - b) City of Bisbee will construct a section of gravity sewer upstream of the force main discharge manhole, at the same time as the Contractor (as shown on the drawings).
 - c) ADOT Crossings (directional drill for force main casing; jack and bore for gravity sewer casing). The City is filing for the ADOT permit. The Contractor's insurance information will be required.
 - d) Lift Station and Force Main.
 - e) Removal and disposal of Asbestos Cement (AC) sewer pipe (of the entire length of AC to be abandoned per this project, per the project documents). Contractor is responsible for proper handling and legal disposal of the AC pipe. This AC line is currently active.
 - f) HCSs to properties, connection of HCSs to building plumbing on private properties, and abandonment of cesspools/septic tanks. The Contractor or subcontractors shall maintain the proper State of Arizona Contractor's licenses for both the sewer project and the private plumbing work. The City Building Codes inspector will be involved in the review of the HCSs from the property line to the home. The Contractor will also be responsible for coordinating with the Cochise County Health Department regarding the cesspool/septic tank abandonments as they are performed. The Cochise County Health Department may be helpful to the Contractor in developing the approach to certain septic tank abandonments.
 - g) Arizona Water Company will be performing a water line relocation project in Tintown. Eagle Asphalt is Arizona Water Company's contractor. During the Pre-Bid meeting it was discussed that the Arizona Water Company relocation project would take place somewhat concurrently with the sewer construction project, with Arizona Water Company following immediately behind the Contractor as the sewers are installed within the Tintown area. The need for close coordination was discussed.

Because the Tintown sewer project includes chip seal on the roadways within Tintown, it was discussed that the installation of the chip seal at the end of the Tintown project may need to be scheduled after Arizona Water Company completes their work, and the Contractor should account for this timing and the possible delay to the completion of this portion of the work in their bid.

- 2) Bid Schedule:
 - a) Unit Price Bid, per funding agency requirements.
 - b) Any labor, materials, or equipment not specifically listed in the bid schedule that are required to construct the work as required by the contract documents shall be considered incidental to the Bid.

- c) Technical Specification Section 01210 Measurements and Payment, is clarified in the Special Provisions. Section 01210 describes bid alternates, but the project shall be submitted as a single project per the Bid Schedule and as described in the Special Provisions.

Coordination and Project Roles

- 3) The Contractor will be responsible for the construction staking for the entire Tintown project, including the City's portion of the work, and for coordinating with the City regarding their construction project.
- 4) WestLand will serve as the City's Resident Project Representative, will inspect the work and witness all testing. WestLand will prepare Record Drawings, and the Engineer's Certificate(s) of Completion with testing results for submittal to the Arizona Department of Environmental Quality (ADEQ).
- 5) The Contractor shall maintain a set of Record Drawings for WestLand's use.
- 6) Testing requirements are discussed in the Technical Specifications. Sewer testing shall include CCTV.
- 7) Multiple phases of submittals to ADEQ are anticipated for this project, due to the need to phase the construction and begin tying over homes to the sewer lines as the HCSs are constructed. Partial Approvals of Construction (Discharge Authorization) will be accepted by ADEQ on this project. The lift station, force main and all downstream sewer must be completed and filed with ADEQ prior to any requests for Partial Approvals on gravity sewers in Tintown. Partial approvals shall not be requested for less than one full street of gravity sewer installation. A maximum of six partial Discharge Authorizations are anticipated for the project, and fewer are acceptable. The phasing approach shall be developed by the Contractor, and reviewed and approved by the Engineer and Owner.
- 8) Contractor's schedule preparation, reporting, meeting, and status update requirements are outlined in detail in the Technical Specifications.

Coordination with Residents, Work on Private Property, and Plot Plans

- 9) Coordination and cooperation with homeowners is of paramount concern to the City, and should be handled very carefully and conscientiously by the Contractor.
- 10) The contractor will be responsible for work in the City right-of-way and all work required on private property to make the HCS connection to the building and properly abandon the cesspool/septic tank.
 - a) Gravity sewer HCS to homes are included in the bid schedule based on Lineal Feet Unit Price. There is language in the Technical Specifications as to the method of calculation of the length, and the current length is based on the information shown in the Plot Plans. Proper slope required on HCS from home to public sewer is the responsibility of the Contractor.
 - b) Proper cesspool/septic tank closure per ADEQ and Cochise County Health Department requirements is the responsibility of the Contractor.
 - c) Plot Plans provide best available information regarding the work.
 - d) All connections/abandonments are to be an all-inclusive cost per each connection/abandonment. Some will be more complex and some will be simple, but all will be paid at the Unit Price cost. It is the Bidder's responsibility to evaluate the site conditions and include all costs associated with the work in the Unit Prices for the work.
 - e) Some septic system locations may not be known, and the Contractor will have to provide the services of a plumber with camera to locate. There is one building with two septic tanks

under the slab which means the contractor will have to enter the home for the work and will need to core the floor slab. There is another septic system that is located under a storage building, and it is assumed that this septic will also need to be abandoned by filling with concrete. It is assumed that several other septic tanks/cesspools may be in locations that will require concrete fill and there is a separate line item for abandonment with concrete fill rather than gravel/sand. The Contractor is not responsible for moving relatively portable items on private property that are in conflict with the work on private property, but is responsible for coordinating with the property owner regarding said relocation of facilities.

- f) The Contractor will not be responsible for plumbing under the homes, and any work required to bring plumbing out for connection to the new HCS will be the responsibility of the homeowner. (It was discussed during the pre-Bid meeting that this item would be changed to add responsibility for plumbing under homes, but this was later revised back to the original language per the bid documents.)
- 11) Contractor to provide thorough documentation prior to work on private property. The minimum requirements are laid out in both the Technical Specifications and the Special Provisions.
 - 12) HCS Routing Agreement and Plot Plan coordination with property owner. The Contractor is responsible for getting a signature on the agreement and for all other required coordination with the property owner regarding the work.
 - 13) Other Form Examples Provided: Property Owner Change Agreement Form and Construction Notice.
 - 14) Public Safety and Traffic Control - All work to be backfilled or plated at the end of the day.
 - 15) Note vibration monitoring discussion in Technical Specifications. This item is covered by an allowance, and the vibration monitoring measures will be paid based on actual cost, following review and approval of the proposed measures by the Engineer, Owner, and Agencies. It is being left to the Contractor's experience to perform this project without causing damage to the buildings in Tintown, and the Contractor will be responsible for rectifying any damage. Thorough documentation prior to construction is required by the contract documents and highly recommended for the Contractor's protection.
 - 16) Contractor to supply power, water, storage yard, office facilities, etc. for the project. The Contractor is responsible for coordinating with APS for temporary service.
 - 17) The Contractor is responsible for calling for all required inspections, including inspections by APS of the electrical and solar facilities. The City will apply for APS review of the solar photovoltaic system.
 - 18) The Contractor cannot use the private property or utilities of any property owner without a formal agreement. Any arrangement for use of property or other facilities shall be made directly by the Contractor with property owners and proof of said agreement shall be furnished to the City.
 - 19) The City will make available the public park property at the end of Teran Street for use as a storage and staging area.
 - 20) Three public meetings are anticipated during the construction project, which the Contractor should plan to have someone attend. Public meetings are typically held in the evenings.

Geotechnical Considerations

- 21) The Contractor shall provide all materials testing for the project.
- 22) Contractor shall supply the services of a Geotechnical Engineer to Certify that trenching backfill for sewer lines and HCSs has been installed and compacted in accordance with the plans. This may require more testing than the minimum called for in the contract documents, at the discretion of the Contractor's Geotechnical Engineer.

- 23) Note rock conditions at the site and discussion regarding rock excavation, removal, and import. All rock excavation, processing, disposal, etc. shall be part of the project line items and no separate payment shall be provided.
- 24) Disposal of excess materials is the Contractor's responsibility.
- 25) FMI has previously remediated the soils in the Tintown area, and no impacted soils are anticipated, however, in the event that any impacted soils are identified, FMI will take this material for disposal. FMI will not take clean material for disposal. FMI has provided a document regarding the Tintown area remediation, which will be available on the City's web site.

Sewer Lift Station and Force Main

- 26) Sewer Lift Station equipment and materials.
- 27) Contractor shall coordinate and make application for the new utilities for the lift station site. The City will provide billing information for the applications.

Utility Conflicts, Water-Sewer Separation, Protection, and Relocations

- 28) Water and Sewer separation, protection, and relocation. Separate bid item for utility relocations, covered by an allowance which will be paid based on actual cost, following approval of the work to be performed by the Engineer, Owner, and Agencies.
- 29) Use of DIP sewer where necessary will be approved by the Engineer, and a line item was included in the bid for the cost of 8-inch DIP. Exact locations for DIP to be determined in the field. The cost of DIP shall be the complete, installed in-place cost, including all fittings and connections to the PVC sewer.
- 30) Relocation of water lines (if required) shall be per Arizona Water Company Specifications.
- 31) There will also likely be some relocation of gas lines required. It is reported that Southwest Gas replaced all the gas lines in Tintown with plastic lines approximately 15 years ago. Southwest Gas typically mobilizes the Bisbee Fire Department during any gas main break, and if this occurs the City will cover the cost of the Fire Department response.
- 32) Whenever needed, the Contractor should plan to have the utility company on-site while working around their facilities. The Contractor should plan to keep the potholing and utility locating far enough ahead of the construction work to allow for the required time to address conflicts.
- 33) The Contractor is responsible for locating utilities in the yards of private properties as necessary for the HCS installations.

Miscellaneous

- 34) Drainage issues within Tintown area and installation of chip seal was discussed.
- 35) AZPDES and SWPPP. Contractor to file NOI/NOT, provide, install and maintain BMPs, responsible for all costs.
- 36) Associated restoration was discussed.
- 37) Construction sign was discussed.
- 38) The Contractor must have a City of Bisbee Business License.
- 39) Local landfill fees are currently \$53.50 per ton. The Contractor shall determine which types of materials are accepted at this landfill.

6. ADDENDA

Several items will be clarified by addenda, including:

- Clarification regarding AMEC Measurement and Payment Section discussing utility relocation allowance amount, the intended use of this allowance, and Contractor's responsibility for utility locating.
- Vibration monitoring responsibility of the Contractor.
- Use of HDPE for force main.
- Acceptable concrete fill material for the cesspool/septic tank abandonments requiring concrete.
- FMI soil remediation documentation.
- Requirement for MSHA training.
- Timing of chip seal installation.

7. QUESTIONS

- All questions must be submitted in writing by e-mail to dmiller@westlandresources.com by 5:00 pm on Thursday, March 6, 2014 and final Addendum to be posted on website by 5:00 pm on Monday, March 10, 2014.

8. SITE VISIT

- A site visit was performed following the meeting.

9. QUESTIONS AND ANSWERS

The following questions and answers were addressed at or after the meeting:

Q: Will the utility relocation allowance cover the cost of utility lines which are accidentally broken as a part of the sewer installation, or damaged utility lines on private property?

A: No, this is not the purpose of the utility relocation allowance. The purpose of the allowance will be reiterated and further clarified by addendum.

Q: Will the Contractor's personnel need to be MSHA trained to work on the FMI property on the AC pipe disposal?

A: Yes.

Q: Will the City have to be reimbursed for the payments to be made to the Contractor?

A: Yes, all funding will come through the North American Development Bank to the City of Bisbee.

Q: Is full depth ABC backfill required?

A: The backfill shall be per the detail on Sheet DT03 of the plans and the requirements of the Technical Specifications.

Q: Will manhole testing be from the ring and cover down or from the cone down?

A: Because there is no post-paving grade adjustment anticipated, the testing will generally be from the ring and cover down, although there may be times when testing is performed from the cone down. WestLand will witness the Contractor performing all testing and will document the results for the ADEQ filing. Although WestLand's inspector will generally be

at the site on a regular basis, the Contractors should still provide advance notice regarding when testing will be performed.

Q: Does the restaurant have a grease trap?

A: The restaurant doesn't have a grease trap yet, but will need to install one prior to connection.

Q: Looks like you specified by drawing a Syneco canister filter setup. Did you intend for that to take the place of the mushroom vent? How many of these canisters were supposed to be supplied? Do you have any details? I did not find anything on line that confirms the mating flange that you were attempting to detail on the drawing.

A: The carbon filter will take the place of the mushroom vent, as shown on the plan revisions. The proposed canister is typically constructed of PVC pipe and filled with granular activated carbon which can be replaced as needed, as shown in the detail provided on Sheet DT06. Alternatives will be considered following the bid.

Q: Who is responsible for moving obstructions inside privately-owned property? Is this the responsibility of the Owner or the City? If the Contractor has to move it, how will he be compensated and will he be held liable for any damages?

A: The private property owner will be responsible for moving obstructions that are reasonably movable, such as vehicles and storage bins. The Contractor shall be responsible for repairing or restoring the condition of permanent types of objects which are impacted such as structures, slabs, or fences, etc. Where possible, the HCS shall be routed to avoid permanent facilities.

Q: Can the contractor use flowable fill (1-1/2 or 2 sack sand slurry) for septic tank closure as opposed to concrete (since flowable fill will reach areas where concrete may honeycomb or leave voids)?

A: Minimum 1,500 psi grout will be acceptable in lieu of concrete.

Q: For trench backfill, can the contractor use backfill with native, screened 3" minus, or is he required to backfill with full depth ABC?

A: The backfill shall be per the detail on the plans and the requirements of the specifications.

Q: Can the City publish the locations and results of potholing previously conducted at Tintown?

A: The information available is provided in the bid documents, Section 00810.

Q: Is the contractor allowed to video tape outside and inside private homes to attain proper documentation? If not allowed to film inside residences, will there be a waiver home owners can sign?

A: Per the bid documents, the Contractor is responsible for thoroughly recording the condition of the work area prior to work, including interior to the home if access is provided by the property owner. The Contractor shall coordinate with property owners regarding this work, and may wish to develop a waiver for signature by homeowners who do not wish to provide interior access.

ADDENDUM NO. 1

CITY OF BISBEE TINTOWN WASTEWATER COLLECTION SYSTEM

March 4, 2014



EXPIRES 3/31/2014

GENERAL

Items No. 1 through No. 9 of this addendum shall be considered part of the contract documents and shall be distributed to all prospective bidders. Costs associated with all items shall be incorporated in the Contractor's bid per plans and specifications complete.

ITEM NO. 1 - PRE-BID MEETING NOTES

The meeting notes and questions and answers provided in the attached document for this project shall be incorporated herein and shall become part of the contract documents.

ITEM NO. 2 - UTILITY RELOCATION ALLOWANCE CLARIFICATION

The utility allowance quantity of \$40,000 per Bid Schedule Item 30 shall be paid only following preparation of a cost proposal for said utility relocations by the Contractor, and approval of the costs by the Engineer. The quantity was increased to \$40,000 in the Bid Schedule, from \$20,000 as provided in AMEC Technical Specification Section 01210. The intent of the allowance is only to provide for utility relocations of water and gas lines as identified in the field, due to the proposed location of the new sewer facilities. The allowance is not to cover the cost of utility locating services or repairs to utility lines damaged by the sewer installation project.

ITEM NO. 3 - UTILITY LOCATING

The Contractor shall provide potholing and utility locating services for the public right of way and private properties, as required for the work to be performed.

ITEM NO. 4 - VIBRATORY MONITORING

The development and implementation of vibratory monitoring for the project shall be the sole responsibility of the Contractor. The proposed program and use of the allowance for Vibratory Monitoring shall be reviewed and approved by the Engineer per the contract documents.

ITEM NO. 5 - USE OF HDPE FOR FORCE MAIN

The Contractor shall bid the project based on the use of high density polyethylene (HDPE) material for the force main. HDPE pipe shall be nominal 3" diameter with an actual outside diameter of 3.5", inside diameter of 3.0". HDPE pipe shall be 3" PE 4710, iron pipe size (IPS), DR15.5. HDPE pipe shall conform to the requirements of ASTM D-2122, ASTM D-3350, and ASTM F-714. All HDPE pipe installation shall conform to AWWA M-55 specifications.

The HDPE and all fittings shall be joined together using the butt fusion process following the manufacturer's instructions and ASTM F-2620. All personnel involved with butt fusion HDPE pipe shall be certified by the

manufacturer and/or the pipe supplier that are qualified to do the work.

Horizontal and vertical bends of HDPE pipe may be accomplished by rolling the pipe, provided that all of the deflections meet the manufacturer's minimum radius and conform to AWWA M-55 specifications. All HDPE pipe butt fusion plastic fittings shall conform to ASTM D-3261. The HDPE pipe shall not be solvent cemented under any circumstances.

All HDPE pipe supplied must be accompanied by a certification from the pipe manufacturer that states HDPE pipe has been tested in accordance with ASTM D-1693, determination of environmental stress cracks resistance (ESCR) for polyethylene pipe and that the test was run for 5,000 hours and no specimen failures.

The attached revised bid schedule shall be utilized for the Bid.

ITEM NO. 6 - FILL MATERIAL FOR THE CESSPOOL/SEPTIC TANK ABANDONMENTS

Per Bid Schedule Item No. 24, the septic tank concrete fill, can be a minimum 1,500 grout, psi for any septic tanks or cesspools which cannot be crushed and filled with sand or gravel per the typical ADEQ abandonment methods due to the location or other field-determined factors.

ITEM NO. 7 - FMI SOIL REMEDIATION DOCUMENTATION

Bisbee Soil Program Soil Sampling Results and Property Cleanup Plan provided by FMI and dated February 26, 2014, is provided on the City of Bisbee's web site for review. This document shall be included as part of the Contract Documents, via reference under the Supplementary Conditions Section 00800-1 Part SC-4.02.

ITEM NO. 8 - REQUIREMENT FOR MSHA TRAINING

Contractor or subcontractor personnel working inside the FMI fence line on the removal and disposal of the existing 6-inch AC sewer main shall have current MSHA certifications and shall coordinate with FMI to view a 15 minute FMI HazCom video at the Bisbee Copper Queen branch office.

ITEM NO. 9 - CHIP SEAL INSTALLATION

The Tintown sewer project includes chip seal on the roadways within Tintown. The installation of the chip seal at the end of the Tintown project may need to be scheduled after Arizona Water Company completes their work. The Contractor should account for this timing and the possible delay to the completion of this portion of the work in their bid.

Acknowledge receipt by signing below and including a copy of this Addendum with your Bid. If you have any questions, please contact Dina Miller at (520) 206-9585.

RECEIPT: _____

Company: KEEGAN CONSTRUCTION INC.

ADDENDUM NO. 2

**CITY OF BISBEE TINTOWN
WASTEWATER COLLECTION SYSTEM**

March 11, 2014



EXPIRES 3/31/2014

GENERAL

Items No. 1 through No. 4 of this addendum shall be considered part of the contract documents and shall be distributed to all prospective bidders. Costs associated with all items shall be incorporated in the Contractor's bid per plans and specifications complete.

ITEM NO. 1 - EXTENSION OF BID DUE DATE

The bid due date has been extended to March 27, 2014, at the same place (Office of the City Clerk, 118 Arizona Street, Bisbee) and time (2:00 PM) as posted on the Invitation for Bids.

ITEM NO. 2 - LIFT STATION CONTROL PANEL

Requests for clarification regarding the lift station control panel are answered as follows. This information shall be incorporated into the project specifications.

1. Enclosure shall be NEMA 4X 3016 SS per Sections 16050 1.7 and 17001 2.3.B.
2. Contractor shall provide motor circuit breaker disconnects in the pump panel, as a means for local disconnect in the pump panel is required per the National Electrical Code.
3. Local indication (lights) for motor run is typical, and shall be provided per Section 17001 for pilot light device.
4. RTMs are not required; however, if the manufacturer has included in their standard design it does not need to be removed.
5. High-high level alarm shall be provided per drawing E05 as part of the General Alarm.
6. Intrinsic safety barriers shall be provided for the pump control floats in accordance with the requirements for Class 1 Div. 1 explosion proof service.

ITEM NO. 3 - EXPLOSION PROOF REQUIREMENTS FOR ALL EQUIPMENT WITHIN WET WELL

All wet well equipment, electrical, and controls shall be rated for Class 1, Div. 1 explosion proof service.

ITEM NO. 4 - LIFT STATION EQUIPMENT

The Pump Model of the Myers grinder pump shall be Model WGX30-21-25 (explosion proof).

The following specification subsections are to be amended as described below:

2.1.D.1 - Impeller

The grinder pump impeller shall be brass or bronze multivane, semi-open type.

2.1 D.2. Balance Vanes

Balance vanes shall be eliminated from the grinder pump specification.

2.1 E. Wear Ring

Wear rings shall be eliminated from the grinder pump specification.

2.1 F. 1. Mechanical Seals

The mechanical seal material arrangement for the grinder pump shall be as follows:

Lower Seal: Tungsten Carbide Rotating Ring and Tungsten Carbide Stationary Ring

Upper Seal: Carbon Rotating Ring and Ceramic Stationary Ring

2.1 G. 1. Electric Motors

The motor housing of the grinder pump shall be oil-filled. Each motor shall be NEMA L design.

2.1 G. 10. Electric Motors - Cable Entry Water Seal

Epoxy potting is acceptable for use in the grinder pump cable entry water seal.

Acknowledge receipt by signing below and including a copy of this Addendum with your Bid. If you have any questions, please contact Dina Miller at (520) 206-9585.

RECEIPT:



Company: KEEG CONSTRUCTION INC.

ADDENDUM NO. 3

**CITY OF BISBEE TINTOWN
WASTEWATER COLLECTION SYSTEM
March 13, 2014**



EXPIRES 3/31/2014

GENERAL

Items No. 1 through No. 5 of this addendum shall be considered part of the contract documents and shall be distributed to all prospective bidders. Costs associated with all items shall be incorporated in the Contractor's bid per plans and specifications complete.

ITEM NO. 1 - ALTERNATE PUMP

The following have been reviewed and approved "as equal" for the bid: Pentair Hydromatic Model HPGFHX-300, Conery model BERS-0300H cast iron 3-inch horizontal ANSI flanged quick disconnect and base elbow, Conery 316SS lower guide bracket, Conery model UGB-STNLS 316SS upper guide bracket, 1-1/4" Schedule 40 316SS guide rails, and 316SS fasteners. Shop drawing review, including review of all other lift station equipment and materials will be required prior to approval for construction.

ITEM NO. 2 - SHADE STRUCTURE MATERIAL

The electrical equipment shade structure material shall be metal per Detail E400 on Sheet E06.

ITEM NO. 3 - WET WELL AND VALVE VAULT HATCHES

Both wet well and valve vault hatches shall be constructed of aluminum per Special Provisions Section 00810.

ITEM NO. 4 - MANHOLE COATING

Novocoat - Superior Environmental Products SL-100 manhole coating product shall be an acceptable "or equal" coating for manholes required to be coated per the plans.

ITEM NO. 5 - ADOT PERMITTING

The City is applying for the ADOT permit for the crossings of Highway 92. The plans are currently being revised to add additional ADOT stationing and right of way information, and to show bore pits for the jack and bore and directional drill to several plan sheets. These plans will be available to bidders prior to the bid due date for informational purposes.

Acknowledge receipt by signing below and including a copy of this Addendum with your Bid. If you have any questions, please contact Dina Miller at (520) 206-9585.

RECEIPT:

CW. Miller

Company: *ICE & G CONSTRUCTION INC.*

ADDENDUM NO. 4

**CITY OF BISBEE TINTOWN
WASTEWATER COLLECTION SYSTEM
March 21, 2014**



GENERAL

Items No. 1 through No. 2 of this addendum shall be considered part of the contract documents and shall be distributed to all prospective bidders. Costs associated with all items shall be incorporated in the Contractor's bid per plans and specifications complete.

ITEM NO. 1 – DUCTILE IRON PIPE SEWER

The 8" gravity sewer line to be installed in the 16" casing for the Highway 92 jack and bore crossing shall consist of fully restrained ductile iron pipe (DIP). The DIP shall be Class 350 with TR Flex restrainers, or engineer approved equal.

All DIP sewer pipe provided for the project shall have standard asphaltic coating on the exterior, and interior lining installed by the pipe manufacturer or a third-party lining applicator. Interior lining shall be SP2000, or engineer approved equal. The qualifications and certification of the lining applicator shall be reviewed and approved by the Engineer during shop drawing review. The DIP interior linings shall be spark tested per ASTM, NACE, and SSPC standards.

The attached revised bid schedule shall be utilized for the Bid.

ITEM NO. 2 – ADOT ROW ENCROACHMENT PERMIT

The City is applying for the Arizona Department of Transportation right of way encroachment permit for the two crossings of Highway 92. The contractor will be responsible for providing the traffic control plan and bore pit shoring information to ADOT, as well as proof of insurance coverage.

Acknowledge receipt by signing below and including a copy of this Addendum with your Bid. If you have any questions, please contact Dina Miller at (520) 206-9585.

RECEIPT: _____

C. W. Miller

Company: ICE 86 CONSTRUCTION INC.

ADDENDUM NO. 5

**CITY OF BISBEE TINTOWN
WASTEWATER COLLECTION SYSTEM
March 26, 2014**



GENERAL

Item No. 1 of this addendum shall be considered part of the contract documents and shall be distributed to all prospective bidders. Costs associated with all items shall be incorporated in the Contractor's bid per plans and specifications complete.

ITEM NO. 1 - EXTENSION OF BID DUE DATE

Due to ongoing discussions with ADOT regarding the gravity sewer crossing of Highway 92, the bid due date has been extended to April 10, 2014, at the same place (Office of the City Clerk, 118 Arizona Street, Bisbee) and time (2:00 PM) as posted on the Invitation for Bids.

Acknowledge receipt by signing below and including a copy of this Addendum with your Bid. If you have any questions, please contact Dina Miller at (520) 206-9585.

RECEIPT: _____

C.W. [Signature]

Company: KEAG CONSTRUCTION INC

ADDENDUM NO. 6

**CITY OF BISBEE TINTOWN
WASTEWATER COLLECTION SYSTEM
April 2, 2014**



GENERAL

Item No. 1 through 3 of this addendum shall be considered integral to the contract documents and shall be distributed to all prospective bidders. Costs associated with all items shall be incorporated in the Contractor's bid per plans and specifications complete.

ITEM NO. 1 - REVISED BID SCHEDULE

The attached revised bid schedule shall be utilized for the Bid.

The jack and bore line casing installation item has been replaced with an open cut casing installation bid item (Item No. 41), as further discussed in Item No. 2 of this Addendum.

Traffic control cost associated with the open cut and directional drill affecting ADOT ROW shall be provided as a separate bid item (Item No. 2). The line item for ADOT-related traffic control is further discussed under Item 3 of this Addendum.

All other traffic control costs associated with work which is not related to ADOT encroachments shall be considered incidental to the bid line items, and shall not be paid separately.

ITEM NO. 2 - OPEN CUT CASING AND PIPE INSTALLATION ACROSS ADOT HIGHWAY 92 ROW

Due to the available depth of cover for the installation of gravity sewer across ADOT Highway 92 ROW, the installation of the 16-inch casing within ADOT ROW is required to be performed via open cut installation methods. The revised plans and details provided with this Addendum shall be incorporated in the Contractor's bid for the project. The depth to the top of the steel casing shall be a minimum of 24-inches below the final pavement surface. The installation shall include 0.375-inch steel casing, with 8-inch fully restrained DIP per plans and specifications. The DIP gravity sewer shall be installed with redwood skids, and 3/8-inch pea gravel backfill per MAG Standard Specification 602. The open cut casing installation shall include non-shrink cement slurry backfill to the top of the trench, per ratios in following mix specification table:

Non-Shrink Cement Slurry Backfill

2,600 lbs	Cover Material Sect. 404-2.02
800 lbs	Fine Aggregate Sect. 1006-2.03
94 lbs	Cement
11 gals	Water

The existing AC pavement shall be full-depth saw cut to the bottom of the existing AC. All AC and AB shall be removed from the T-top trench repair section and replaced with full-depth concrete pavement patch per ADOT Standard Specification 4.02-2.02 and plans and specifications complete. Concrete patch material shall be Portland Cement Concrete, or an Accelerated Strength Portland Cement Concrete mixture consisting of

Type III Portland Cement and calcium chloride or other accelerators meeting AASHTO M 144, if required. The concrete patch shall attain a compressive strength of at least 2,000 pounds per square inch in 48 to 72 hours. The patch material shall attain the required compressive strength prior to opening to traffic. Materials for the concrete mix shall conform to the requirements of Section 1006 for Class S concrete, and shall reach a 28 day compressive strength of 4,000 pounds per square inch. The coarse aggregate shall be as designated for size No. 67 in accordance with AASHTO M 43. The slurry mix, concrete mix, and schedule for the concrete installation, curing, and re-introduction of traffic shall be approved by ADOT prior to construction. Striping shall be replaced per ADOT Specification 704 following construction.

ADOT requires that all active work within ADOT ROW for the open cut installation across ADOT ROW shall be completed during daylight hours. Although the roadway may be plated and the speed limit reduced accordingly during non-daylight hours, no work may take place during non-daylight hours on this crossing and casing installation.

The Contractor shall plate over trenches in ADOT ROW at the end of working hours and/or during the operation whenever work is not ongoing. Such plating shall be either bolted/pinned in place or inset into a milled pavement surface such that the plates are flush with the pavement surface. Plating not installed per the relevant ADOT steel plate requirements will necessitate the Contractor providing inspection of the steel plate installation every 8 hours during the entire work period within ADOT ROW and associated reporting to ADOT, by an ADOT Certified Third Party Inspector, at Contractor's cost.

With the exception of the steel plate inspections discussed in the previous paragraph (if required due to the Contractor's method of plate installation), the Owner will provide the required ADOT Third Party Inspections for the open cut installation of Highway 92 and laboratory testing for materials installed; however, the Contractor, Engineer, and Owner shall review and agree upon the Contractor's proposed project schedule and the proposed work prior to the start of construction. The Contractor shall expedite the work within ADOT ROW for the open cut installation to the greatest extent possible, such that the disturbance and timeframe of the construction do not place an undue burden on the public or the Owner.

The Contractor shall be responsible for providing items required for completion of the ADOT ROW Encroachment Permit, including but not limited to traffic control plans, shoring details, plating details for open cut installation, and NOI and SWPPP sediment control measures. The cost of said open cut casing installation, pavement repairs, and all associated items excluding traffic control shall be incorporated in Bid Schedule Item 41. Traffic control for ADOT encroachments shall be incorporated in Bid Schedule Item 2, as discussed in Item 3 of this Addendum.

ITEM NO. 3 - TRAFFIC CONTROL FOR ADOT ROW ENCROACHMENTS

The Contractor shall be responsible for providing traffic control plans for ADOT review and approval for daytime working hours and daytime/nighttime non-working hours, for both open cut and directional drill crossings. ADOT has indicated that the traffic control expectations for the open cut crossing will be robust, and will likely include, but not be limited to, variable message boards, multiple approach signs, flaggers, spring stands, and vertical panels.

The cost of providing and implementing said traffic control for ADOT encroachment permit related work shall be incorporated in Bid Schedule Item 2. All other traffic control for the project shall be considered incidental to the Bid items for the project.

The cost of traffic control for the ADOT-related work will be paid from a traffic control account, administered in accordance with MAG Standard Specification 109.5 for Actual Cost Work. Traffic control costs for ADOT-related work shall be paid only following submission of proper documentation by the Contractor, and approval of the costs by the Engineer. The intent of the traffic control account is only to provide for ADOT-related traffic control. These costs will be paid from the account based on the actual cost of the labor, materials, and equipment required for the ADOT-related traffic control. The account may be used for the costs related to traffic control materials and equipment, and labor related to installing and maintaining the traffic control only. The traffic control account shall NOT be used to compensate the Contractor for general or overhead costs related to administration of traffic control or ADOT crossing project costs, which shall be incorporated into the Bid Schedule line items.

All non-ADOT traffic control costs associated with work that is not related to ADOT encroachments shall be considered incidental to the bid line items, and shall not be paid separately.

Acknowledge receipt by signing below and including a copy of this Addendum with your Bid. If you have any questions, please contact Dina Miller at (520) 206-9585.

RECEIPT: _____

C.W. Miller

Company: KEEGAN CONSTRUCTION INC.

REVIEWED AND ACCEPTED:

Engineer/Architect: [Signature]

Owner: [Signature]

Contractor: [Signature]

Rural Development: [Signature]

Date: 6/17/14

CONTRACT DOCUMENTS

**TINTOWN WASTEWATER COLLECTION SYSTEM
(PROJECT NO. CONTA10-014)**

Prepared for:

CITY OF BISBEE
118 Arizona Street
Bisbee, AZ 85603
(520) 432-6002



EXPIRES 3/31/2014

Prepared by:

WESTLAND RESOURCES, INC.
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

February 2014
Project No. 1719.02 A 8000

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SECTION 00100
United States of America
City of Bisbee, Arizona
North American Development Bank

**Construction of the Wastewater Collection System for the Community of Tintown,
City of Bisbee, Arizona**

INVITATION FOR BIDS

This Invitation for Bids follows the General Procurement Notice for this project which was published in special section of the official Mexican gazette *Diario Oficial de la Federación*, the *Arizona Daily Star* and via Internet in *NADBank News*, on March 4, 2013.

The City of Bisbee, Arizona (the "City") has received a grant from the North American Development Bank (NADB) through its Border Environment Infrastructure Fund (BEIF), which is funded by contributions from the U.S. Environmental Protection Agency (EPA), and a grant from U.S. Department of Agriculture Rural Development (USDA-RD), to finance part of the costs for the construction of the wastewater collection system for the community of Tintown in Bisbee, Arizona.

The City of Bisbee now invites sealed bids from contractors for the following contract to be funded from part of the proceeds of the grants.

The project scope includes mobilization and demobilization, construction of approximately 3,200 linear feet of wastewater gravity mains, manholes, one force main pipeline, a lift station, solar photovoltaic system, approximately 40 laterals and 23 house connections, as well as decommissioning of approximately 30 septic systems and cesspools. **Construction is expected to begin in April 2014 and will last an estimated 240 days or 8 months after Notice to Proceed.**

The project is located in the community of Tintown within the limits of the City of Bisbee and Cochise County in southeastern Arizona, along the east side of State Route 92 between the San Jose and Warren Districts. Tintown is approximately 90 miles southeast of Tucson, 22 miles north-northwest from Douglas and 5 miles north of the International border with Mexico.

A non-mandatory pre-bid meeting has been scheduled for February 27, 2014, at 10:00 a.m. Arizona time, at the City of Bisbee Public Works Department, located at 404 Bisbee Road, Bisbee, Arizona, 85603. After the initial meeting in the City Public Works Department, a site visit is scheduled.

Sealed Bids for furnishing all material, equipment and labor for the construction of the wastewater collection system, as shown on the plans and specifications for the City of Bisbee, shall be received until **2:00 p.m.**, Arizona time, on **March 14, 2014**, at the office of the City Clerk, 118 Arizona Street, Bisbee, Arizona 85603. The bids shall be opened and read aloud in the City Clerk Office or other designated area. **All bids received after closing time will be returned unopened.**

Bidding for contracts to be financed with the grant funds from the NADB is open to firms from any country. Since the funding for this project is administered by NADB and USDA-RD, the bid process will be carried

out in accordance with their procurement policies and procedures. Companies that have been previously penalized by NADB and/or had contracts cancelled by the City, are not eligible.

Any bidder interested in submitting a bid proposal must obtain a bid packet containing the plans, specifications, and proposal forms. Copies of the Contract Documents are available electronically for download from the City of Bisbee website: www.cityofbisbee.com. The contractor may obtain a hard copy of the documents from the Issuing Office, The City of Bisbee Public Works Department, located at 404 Bisbee Road, Bisbee, Arizona 85603 upon payment of \$ 100.00 for each set (non-refundable). If requested, the documents will be promptly dispatched, but no liability can be accepted for loss or late delivery.

Each bid shall be made out on the Bid Form which is attached to the specifications and shall be accompanied by a Bid Bond for a sum of not less than ten percent (10%) of the amount of the bid as requested within the Instructions to Bidders.

A register of potential bidders who have purchased the bidding documents may be inspected at the address below. Prospective bidders may obtain further information from, and inspect and acquire the Contract Documents at the following location:

Contact Name: Thomas A. Klimek, P.E., R.L.S.

City of Bisbee Public Works Office

404 Bisbee Road, Bisbee, Arizona 85603

Telephone: 520-432-6002

Fax: 520-432-2642

February 13, 2014

Thomas A. Klimek, P.E.R.L.S
Public Works Director/ City Engineer

****END OF SECTION 00100****

BIDDING REQUIREMENTS

SECTION 00200

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

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

- A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation for Bids may be obtained from the Issuing Office.

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

- A. Contractor's License
- B. Subcontractors' Licenses and References, if applicable
- C. Bonding Capabilities
- D. Designation of Subcontractors

Failure of any Bidder to possess all contractors' licenses as listed in the bid packet, at the time of bidding, shall result in the bid being considered non-responsive and not in substantial compliance, and any such bid shall not be considered.

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

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

- 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
- 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data

furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

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

4.06 Additional Owner Provided Information:

- A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions states that if an Owner safety program exists it will be noted in the Supplementary Conditions.

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

- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
- E. Obtain and carefully study (or accept consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

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

Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.01 A Pre-Bid Conference will be held at 10:00 a.m. on February 27, 2014. Representatives will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10% of Bidder's maximum Bid price and in the form of a certified check or a Bid bond (EJCDC No. C-430, 2007 Edition) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

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

12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid form shall be completed in ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

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

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

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

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

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

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

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

13.10 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 Allowances

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

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished of the Bid Form, the Bid bond form, and forms for other required attachments to the Bid. The Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Invitation for Bid. A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid 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 prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder

will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bid.

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder who's Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to be offered the award.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

- 21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.
- 21.02 This Contract is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Utilities Service (RUS). Refer to Supplementary General Conditions for Federal requirements.
- 21.03 Concurrence by RUS in the award of the Contract is required before the Contract is effective.

ARTICLE 22 - WAGE RATE REQUIREMENTS

- 23.01 The prevailing wage rates of the State of Arizona do not apply to this contract nor do any requirements of the State of Arizona associated with the use of these State Prevailing wages.
- 23.02 The prevailing wage rates of the Department of Labor do not apply to this project. The Labor Standards Provisions found at 29 CFR 5.5(a) apply to this project if the prevailing wage rates of the Department of Labor apply. If the contract cost is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) also apply.

BID PROPOSAL

SECTION 00300

BID FORM

Project Identification: Tintown Wastewater Collection System

Contract Identification and Number: CONTA10-014

TABLE OF ARTICLES

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ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid Is Submitted To: City of Bisbee, 118 Arizona Street, Bisbee, Arizona 85603**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.**

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.**

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:**

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date	
#1	3-4-14	#6 4-2-14
#2	2-11-14	
#3	3-13-14	
#4	3-21-14	
#5	3-26-14	

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder, information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder further represents that:

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

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s). All Bid items shall be per plans and specifications complete. It is the Contractor's responsibility to ensure that the bid prices include all aspects of the work including, but not limited to fees, permits, mobilization, demobilization, disinfection, testing, labor, materials, equipment, restoration, all applicable taxes, and Performance and Payment bonds.

KEG CONSTRUCTION, INC.

REVISED BID SCHEDULE

04/02/14

TINTOWN WASTEWATER COLLECTION SYSTEM

Item No.	Item Description	Units of Measure	Estimated Quantity	Unit Price	Total
1.	Construction Staking	LS	1	\$15,400.00	\$15,400.00
2.	Traffic Control Force Account (for portions of project affecting ADOT ROW)	All	1	\$40,000	\$40,000
3.	8" PVC (SDR-35) Gravity Sewer (Within Tintown)	LF	1,688	\$120.00	\$202,560.00
4.	8" DIP Gravity Sewer (Within Tintown)	LF	200	\$185.00	\$37,000.00
5.	6" PVC (SDR-35) Gravity Sewer (Within Tintown)	LF	70	\$145.00	\$10,150.00
6.	4" PVC (SDR-35) Gravity Sewer HCS (Within Tintown)	LF	1,739	\$92.50	\$160,857.50
7.	3" HDPE (DR-15.5) Force Main	LF	558	\$31.50	\$17,583.00
8.	6" Sanitary Sewer Cleanout	EA	1	\$485.00	\$485.00
9.	4" Sanitary Sewer Cleanout	EA	40	\$255.00	\$10,200.00
10.	48" Diameter Manhole - Coated (within Tintown)	EA	6	\$4,200.00	\$25,200.00
11.	48" Diameter Manhole - Uncoated (within Tintown)	EA	6	\$3,150.00	\$18,900.00
12.	Outside Drop Manhole Structure (within Tintown)	EA	4	\$2,150.00	\$8,600.00
13.	Watertight Manhole Lids (within Tintown)	EA	6	\$700.00	\$4,200.00
14.	Directional Drilling under Highway 92 (6" HDPE Casing)	LF	81	\$195.00	\$15,795.00
15.	Connect Force Main to Gravity Main/Manhole (Tintown Tie-in)	EA	1	\$1,250.00	\$1,250.00
16.	Packaged Lift Station - Complete (Connected to Power Grid)	EA	1	\$72,900.00	\$72,900.00
17.	Generator and Automatic Transfer Switch	EA	1	\$29,400.00	\$29,400.00
18.	5-kW Solar Photovoltaic On-Grid System	LS	1	\$35,100.00	\$35,100.00
19.	Electrical and Controls	LS	1	\$120,000.00	\$120,000.00
20.	Site Grading and Decomposed Granite Installation	LS	1	\$4,400.00	\$4,400.00
21.	Chain Link Fence and Gate	LS	1	\$8,300.00	\$8,300.00
22.	Portable Davit Crane	EA	1	\$5,900.00	\$5,900.00

Item No.	Item Description	Units of Measure	Estimated Quantity	Unit Price	Total
23.	Cesspool/Septic Tank Closure	EA	35	\$2,000.00	\$70,000.00
24.	Cesspool/Septic Tank Closure (with concrete fill)	EA	6	\$5,950.00	\$35,700.00
25.	Yard Restoration - Full	EA	22	\$1,400.00	\$30,800.00
26.	Backwater Valves with Valve Boxes	EA	16	\$760.00	\$12,160.00
27.	House Connection	EA	23	\$220.00	\$5,060.00
28.	Sewer Disconnect Valve	EA	40	\$280.00	\$11,200.00
29.	Chip Seal Coating for Storm Water Stabilization	SY	3,555	\$10.00	\$35,550.00
30.	Allowance - Existing Utility Relocations	All	1	\$40,000	\$40,000
31.	Allowance - Vibratory Monitoring	All	1	\$55,000	\$55,000
32.	8" PVC (SDR-35) Gravity Sewer (Downstream of Tintown Tie-in)	LF	1,140	\$86.50	\$98,610.00
33.	8" DIP Gravity Sewer Pipe, Fully Restrained (Downstream of Tintown Tie-in)	LF	110	\$165.00	\$18,150.00
34.	48" Diameter Manhole - Coated (Downstream of Tintown Tie-in)	EA	4	\$5,550.00	\$22,200.00
35.	48" Diameter Manhole - Uncoated (Downstream of Tintown Tie-in)	EA	1	\$2,550.00	\$2,550.00
36.	Outside Drop Manhole Structure (Downstream of Tintown Tie-in)	EA	1	\$2,650.00	\$2,650.00
37.	Watertight Manhole Lids (Downstream of Tintown Tie-in)	EA	2	\$700.00	\$1,400.00
38.	Tie-in to Existing Line (Downstream of Tintown Tie-in)	LS	1	\$1,900.00	\$1,900.00
39.	Remove and Dispose of Existing 6" AC Pipe and Manholes	LS	1	\$9,600.00	\$9,600.00
40.	Pavement Replacement	SY	20	\$120.00	\$2,400.00
41.	Open Cut and 16" Steel Casing across ADOJ Highway 92 ROW	LF	86	\$375.00	\$32,250.00
TOTAL BID				\$	\$1,345,028.00

Total Bid Price One million three hundred forty five thousand (\$1,345,028.00)
 (use words) Twenty-eight millions (numerals)

Unit prices have been completed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids and final payment for all Unit Bid items will be based on actual quantities, determined provided in the contract Documents.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 - TIME OF COMPLETION

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

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

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
- B. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids;
- C. Contractor's License No. 227962-A, 227963-B01;
- D. Required Bidder Qualification Statement with Supporting Data (Section 00440);
- E. List of Proposed Subcontractors (Section 440);
- F. List of Project References (Section 440);
- G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6), Section 00450, Relating to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048), Section 00460;
- I. If Bid amount exceeds \$100,000, signed RD Instruction (1940-Q, Exhibit A-1) Section 00470, Certification for Contracts, Grants, and Loans;
- J. Affidavit of Contractor Certifying That There Was No Collusion in Bidding for Contract (Section 00480);
- K. Signed Non-Bribery Letter (Section 00490);

ARTICLE 8 - DEFINED TERMS

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

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by: If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: KEEG CONSTRUCTION INC.

State or Jurisdiction of Incorporation: ARIZONA

Type (General Business, Profession, Service, Limited Liability): GENERAL BUSINESS

By: C.W. Aught
(Signature -- attach evidence of authority to sign)

Name (typed or printed): CHRISTOPHER W. AUGHT

Title: President

CORPORATE
SEAL

Attest: [Signature]
(Signature of Corporate Secretary)
Project Manager

Date of Qualification to do business in ARIZONA [State or other jurisdiction where Project is located] is 12/19/2006

A Joint Venture:

Name of Joint Venture: _____

First Joint Venture Name: _____

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

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business address: 1601 PASO SAN LUIS
Sierra Vista, AZ

Business Phone No. (520) 458-9594

Business FAX No. (520) 458-2364

Business E-Mail Address L.SAUNDERS@KELTUSO.COM

State Contractor License No. A 227962 - (if applicable)

Employer's Tax ID No. 20-5816819

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

9.02 Bid submitted on April 10, 2014

**** END OF SECTION 00300 ****

SECTION 00430

BID BOND

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

BIDDER (Name and Address):

KE&G Construction, Inc.
1601 Paseo San Luis, #202
Sierra Vista, Arizona 85635

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

City of Bisbee
404 Bisbee Rd
Bisbee, AZ 85603

BID

Bid Due Date: **March 14, 2014**

Description (Project Name and Include Location): **Tintown Wastewater Collection System CONTA10-014
Bisbee, AZ**

BOND

Bond Number: **N/A**

Date (Not earlier than Bid due date): **March 14, 2014**

Penal sum	<u>Ten Percent of Principal's Bid Amount</u>	<u>\$10% of Bid Amount</u>
	(Words)	(Figures)

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

BIDDER

KE&G Construction, Inc. _____
Bidder's Name and Corporate Seal

SURETY

Travelers Casualty and Surety Company of America _____
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

KAROL GEORGE
Print Name

Tina K. Nierenberg
Print Name

CEO
Title

Attorney-In-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

President
Title

Tina Marie Berger
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

**** END OF SECTION 00430 ****

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224651

Certificate No. 005343984

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut; that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"); and that the Companies do hereby make, constitute and appoint

Joseph C. Dhuey, Tina K. Nierenberg, Tina Marie Berger, and Amy D. Scott

of the City of Tucson, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of January, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 23rd day of January, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority; or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 2014

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

SECTION 00440

BIDDER'S STATEMENT OF QUALIFICATIONS

The Undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: City of Bisbee, Arizona
118 Arizona Street
Bisbee, AZ 85603

SUBMITTED BY:

NAME: LEDB CONSTRUCTION INC
 Corporation Partnership Joint Venture Other

ADDRESS: 1401 PASEO AZ 85635
SAU LUIS STE 203 SIERRA VISTA

PRINCIPAL OFFICE: _____
(NOTE: Attach separate sheets as required)

Oct 2006
ALIZONA
CHRIS ALBRIGH
EO ANDERSON

How many years has your organization been in business as a Contractor?
How many years has your organization been in business under its present name?
If a Corporation, answer the following:
Date of Incorporation
State of Incorporation
President
Vice President(s)

If a Partnership, answer the following:
Date of Organization
Type of Partnership
Name and Address of all Partners

If other than a Corporation or Partnership, describe Organization and name Principals:

What percent of the work do you normally perform with your own forces?

List Trades:

7. Have you ever failed to complete any work awarded to you? NO
 If yes, indicate when, where and why:

8. Has any Officer or Partner of your Organization ever been and Officer or Partner of another Organization that failed to complete a construction contract? NO
 If yes, state the circumstances:

9. List major construction projects your Organization has under contract on this date:

Project Name	Name & Telephone Number of Owners	Contract Amount	Contract Date	Percent Complete	Scheduled Completion
CANDLEWOOD SUITES	R&D CONSTRUCTION 801-627-1403	\$1,963,161	1-24-13	77%	JULY 2014
BUSBY DR. IMPROVEMENTS	CITY OF SIERRA VISTA ALAN HUMPHRIES 520-458-3315	\$20,265	10-3-13	90%	MAY 2014
BIO SOLID HALL	CITY OF BISBEE-TOM KLIMEK 520-432-6002	\$43,576	1-21-14	95%	APRIL 2014
VETERAN'S PARK	CITY OF SIERRA VISTA ALAN HUMPHRIES 520-458-3315	\$103,061	2-28-14	100%	APRIL 2014

10. List five similar construction projects your Organization has completed in the past seven years and provide reference information:

Project Name And Owner	References (Provide name and phone number)	Contract Amount	Date Awarded	Date Completed	Percent with Own Forces
GATEWOOD SUBDIVISION	CASTLE & COOKE BOB KAUFFMAN 520-378-9344	\$2,523,600	4-27-09	JUNE 2010	80%
CORONADO VILLAGE	RC WORKMAN BOB WORKMAN 520-458-0771	\$1,553,961	6-12-10	MAY 2012	100%
ARIZONA WATER	ARIZONA WATER JOE MAUZY 520-432-5321	\$214,199	11-9-13	MARCH 2014	98%
BAILEYVILLE HOLIDAY ESTATES	CASTLE & COOKE BOB KAUFFMAN 520-378-9344	\$663,948	2-19-13	MARCH 2014	100%

11. List the construction experience of the principal individuals in your Organization:

Individual's Name	Construction Experience (Years)	Within Your Organization		
		Present Position & Years Experience	Dollar Volume Responsibility	Previous Position & Years Experience
KAROL E. GEORGE	55	SS CEO	100%	N/A
LARRY SANDERS	40	40 SENIOR PROJECT MGR	30%	20 PROJECT MGR
BRETT WATSON	25	25 GENERAL SUPERINTENDENT	30%	10 SUPERINTENDENT

12. List the states and categories in which your Organization is legally qualified to do business:

ARIZONA - ALL CIVIL

13. List all Arizona Contractor licenses currently held by your Organization; the status of each license; and provide a photocopy of each license with your bid proposal.

	License Class / #	Status
1.	227962 - A	CURRENT
2.	227963 - B-1	CURRENT
3.		
4.		
5.		

Please attach a list of additional Arizona Contractor licenses, if any.

14. Name of Bonding and Insurance Companies, Name and Address of Agents, and Maximum Bonding Capacity

SURETY TRAVELERS CASUALTY & SURETY COMPANY OF ARIZONA
 ONE TOWER SQUARE HARTFORD CT 06183 602-861-8600
 AGENT: LOVITA A TOUCHE 7202 E. ROSEWOOD STE 200
 TUCSON AZ 85710 520-722-7102

IMPORTANT NOTICE
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS
[SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS
[SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY
[SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE
OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A
PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY.
[SEE RULE R-4-9-110]

K E and G Construction Inc

1601 Paseo San Luis
Ste 202
Sierra Vista, AZ 85635-4781

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH 12/31/2014
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
K E and G Construction Inc



CONTRACTORS LICENSE NO 227963 CLASS B-1

General Commercial Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

IMPORTANT NOTICE
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS
[SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS
[SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY
[SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE
OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A
PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY.
[SEE RULE R-4-9-110]

K E and G Construction Inc

1601 Paseo San Luis
Ste 202
Sierra Vista, AZ 85635-4781

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH 12/31/2014
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
K E and G Construction Inc



CONTRACTORS LICENSE NO 227962 CLASS A

General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

SECTION 00450

USDA
Form RD 400-6
(Rev. 4-00)

Form Approved
OMB No. 0575-0018

COMPLIANCE STATEMENT

This statement relates to a proposed contract with K. E. & G.
CONSTRUCTION, INC.
(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance) I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
- If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
 3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
 4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

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

DATE

4/10/74

CWA
(Signature of Bidder or Prospective Contractor)

KEOGH CONSTRUCTION INC.
1601 PASEO SAN LUIS #202 SIERRA VISTA AZ 85635
Address (including Zip Code)

SECTION 00460

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (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 participation in this transaction 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.

KEEG CONSTRUCTION INC - TINTOWN WASTEWATER COLLECTION
Organization Name PR/Award Number or Project Name SYSTEM

CARISTOPHER W. ALBERT, PRESIDENT
Name(s) and Title(s) of Authorized Representative(s)

C.W. Albert
Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. 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.

3. 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 when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form 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.

6. The prospective lower tier participant further agrees by submitting this form 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 transaction and in all solicitations for lower tier covered transactions.

7. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 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.

SECTION 00470

RD Instruction 1940-Q
Exhibit A-1

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

2. 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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) 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.

CHRISTOPHER W. ALBERT

(name)

CW Albert

4/10/14

(date)

PATS KOSKI

(title)

000

SECTION 00480

AFFIDAVIT OF CONTRACTOR CERTIFYING THAT
THERE WAS NO COLLUSION IN BIDDING
BIDDING FOR CONTRACT

STATE OF ARIZONA
) ss.
CITY OF COCHISE

(NAME OF INDIVIDUAL)

BEING DULY SWORN, DEPOSES AND SAYS:

THAT HE IS PRESIDENT
(TITLE)
OF KE & G CONSTRUCTION INC.
(NAME OF BUSINESS)

THAT PURSUANT TO SECTION 34-253 OF THE ARIZONA REVISED STATUTES, HE CERTIFIES AS FOLLOWS:

THAT NEITHER HE NOR ANYONE ASSOCIATED WITH SAID

KE & G CONSTRUCTION INC.
(NAME OF BUSINESS)

HAS 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 THIS PROJECT.

CHRISTOPHER W. ALBERT
NAME

PRESIDENT
TITLE

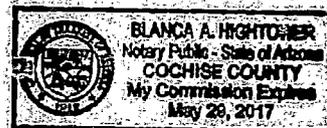
KE & G CONSTRUCTION INC.
NAME OF BUSINESS

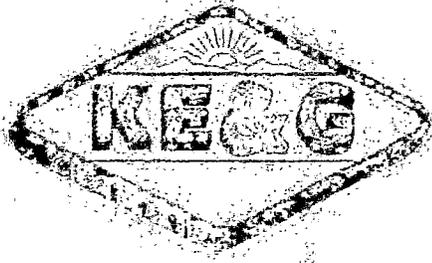
SUBSCRIBED AND SWORN TO BEFORE ME THIS 10TH DAY OF April, 2014

MY COMMISSION EXPIRES: 05-29-2017

NOTARY PUBLIC: Blanca A. Hightower

** END OF SECTION 00480 **





1601 PASEO SAN LUIS, SUITE 202
SIERRA VISTA, ARIZONA 85635
(520) 458-9594
FAX (520) 458-2362

5100 S. ALVERNON WAY
TUCSON, ARIZONA 85706
(520) 748-0188
FAX (520) 748-8975

April 9, 2014

SECTION 00490

City of Bisbee Public Works
404 Bisbee Rd
Bisbee AZ 85603

Dear Thomas J. Klimek:

The undersigned party certifies that K E & G Construction Inc. complies with the following criteria:

1. They have not engaged and will not engage in bribery of domestic or foreign officials related to potential or active North American Development Bank projects.
2. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
3. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statement to government officials, receiving stolen property, or any offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

CHRISTOPHER W. ALBUQUAQUE
Printed Name

Chris Agle
Signature

PRESIDENT
Position in bidding company

4/10/14
Date

EPA GREEN CONSTRUCTION GUIDELINES

Guidelines to bidders for the Construction Phase of BEIF-funded Projects

The owner and owner representative (i.e. design professional, construction supervisor, etc.) will take additional steps to ensure that all project participants are familiar with the environmental performance goals of the construction process and infrastructure, as well as the intended use of green products and practices. These activities will entail the following actions:

1. The owner's representative will discuss these concepts at the pre-bid conference, encouraging general contractors to alert all subcontractors to the requirements.
2. The owner's representative shall repeat the instruction at the preconstruction conference, when both general and subcontractors are present.

The owner, owner's representative and contractor shall establish appropriate means to identify, review and implement any new green building opportunities proposed during construction.

The owner's representative will anticipate potential adjustments during the construction phase and will make provisions to accept modifications to proposed products and implementation measures that would be conducive to furthering environmental stewardship.

The contractor will perform as described in the contract documents. In addition, the contractor will inform the project owner about equal or better alternative materials or site construction practices that are available at low or no additional cost and that will not adversely affect areas outside of construction limits.

The contractor shall implement measures to protect vegetation, trees and other designated elements as stipulated in the contract documents. Moreover, the contractor shall implement additional actions as described below, with the approval of the owner and owner's representative, provided that such actions do not affect cost:

1. Opportunities to enhance the project's ecologically responsible actions to further improve the ecosystem and environment;
2. Environmentally friendly actions, either permanent or temporary, during the construction process;
3. Incorporate alternative materials that meet green building criteria for application in the construction process; and
4. Implement necessary activities to reclaim on-site materials not previously identified as suitable for use in the project.

SECTION 00495

If cost is a factor, the contractor shall identify the action(s) and corresponding costs and submit them to the owner for approval. If cost variation is relevant, owner must provide a statement to that effect and may waive those actions.

The owner's representative will observe that the work is being executed according to project specifications.

General

As described in the contract documents, the contractor will complete the following activities for the selected site(s) and pipeline location(s):

- a. Further identify opportunities for on-site use of surplus materials from other construction projects, and off-site use of surplus materials from this project on other projects prior to final disposal.
- b. Submit a list of proposed local materials and any recycled/reclaimed products for approval by the owner's representative prior to implementation. Local products are defined as those located in proximity to the project site, which will not require extensive and intensive maneuvers for transportation.
- c. Recommend the use or substitution of materials by providing invoices, product information, and manufacturer documentation.
- d. Implement measures to protect existing habitat.

Products

As described in contract documents, the contractor will complete the following activities for the selected site(s) and pipeline location(s):

- a. Obtain required materials and products as specified for sub-base fill and fill material.
- b. Obtain required products to meet pavement system designs and permeability standards.

Execution

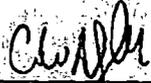
As described in contract documents, the contractor will:

- a. Specify methods of construction that minimize waste, reduce pollution, and maximize resource efficiency.
- b. Provide requirements for clean-up and disposal, including sorting and recycling of materials and on-site reuse of materials.
- c. Make provisions for phasing pavement work from site clearing to asphalt placement, so as to protect the natural habitat and adhere to the drainage and erosion control plans.
- d. Complete the activities as described for the selected site(s) and pipeline location(s).
- e. Implement the necessary measures to protect on-site vegetation, trees, natural habitats and other designated elements.

SECTION 00495

f. Apply site clearing practices as specified.

Signature for acknowledgement and commitment to follow guidelines



Name: CHRISTOPHER D. ALBRIGHT

Title: PRESIDENT

Company: K E & G CONSTRUCTION INC.

END SECTION 00495

AGREEMENT

SECTION 00500

AGREEMENT

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

THIS AGREEMENT is by and between _____ City of Bisbee _____ (“Owner”) and
_____ KE&G Construction, Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Install sewer system improvements to the City of Bisbee Tintown Area Wastewater System. This project generally includes the installation of 8” diameter sewer lines, lift station and force main, sewer service connections, and septic tank and cesspool abandonments.

ARTICLE 2 – THE PROJECT

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

The project includes supplying all necessary materials, labor, and equipment to complete the construction, installation, and testing, for the Tintown area sewer system improvements as shown in the project plans and specifications.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by AMEC Earth and Environmental, Inc. (Design Engineer). For this project WestLand Resources, Inc. has been retained as Construction Manager (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and

ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 240 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$710.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$710.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item; as stated in the Contractor's Bid attached hereto as an exhibit.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed, until substantial completion (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the Prime Lending Rate (as reported in the Wall Street Journal as of the date of the contract).

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to

contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (Form 610-1 to 610-3, inclusive).
 - 3. Payment bond (Form 615-1 to 615-3, inclusive).
 - 4. General Conditions (Section 00700-1 to 00700-62, inclusive).
 - 5. Supplementary Conditions (Section 00800-1 to 00800-9, inclusive).
 - 6. Special Provisions (Section 00810-1 to 00810-31)
 - 7. Plot Plans (Section 00900-1 to 00900-2)
 - 8. Specifications as listed in the table of contents of the Technical Specifications as prepared by AMEC Earth & Environmental, Inc.
 - 9. Drawings consisting of 24 sheets with each sheet bearing the following general title: Wastewater System Expansion Tintown Area Sewers.
 - 10. Plot plans consisting of 38 sheets with each sheet bearing the following general title: Tintown Wastewater Collection System Project.

11. Addenda (numbers 1 to 6, inclusive).
 12. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 300-1 to 300-9, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and

binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

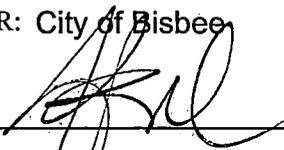
10.05 *Contractor's Certifications*

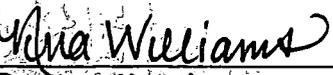
- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to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

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

This Agreement will be effective on 5/26/14 (which is the Effective Date of the Agreement).

OWNER: City of Bisbee

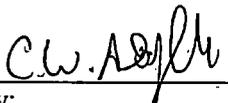
By: 
By: Adriana Z. Badal
Title: Mayor

Attest: 
Title: Deputy City Clerk
Address for giving notices:

City of Bisbee
118 Arizona Street
Bisbee, Arizona 85603

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

CONTRACTOR KE&G Construction, Inc.

By: 
By: CHRIS ANAGNOST
Title: PRESIDENT

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

Attest: 
Title: Vice President
Address for giving notices:

1601 Paseo San Luis, Suite 202
Sierra Vista, AZ 85635

License No.: Arizona Registrar of Contractors
227963 B-1, 227962 A
(Where applicable)

Agent for service of process:

STANDARD EJCDC FORMS

Notice of Award

Date: May 23, 2014

Project: Wastewater Collection System Project, Bisbee, Cochise County, Arizona

Owner: City of Bisbee

Owner's Contract No.: CONTA10-014

Contract: Tintown Wastewater Collection System

Engineer's Project No.: 1719.02

Bidder: KE&G Construction Inc.

Bidder's Address: 1601 Paseo San Luis, Suite 202 Sierra Vista, AZ 85635

You are notified that your Bid dated April 10, 2014 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Tintown Wastewater Collection System project (No. CONTA-10-014).

The Contract Price of your Contract is One Million Three Hundred Forty Five Thousand Twenty Eight Dollars and 50/cents Dollars (US \$1,345,028.50).

[8] copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

[6] sets and [1] electronic set of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [8] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
 - a. Delivery of Insurance Certificates per General Conditions (Paragraph 2.01), (Paragraph 5.04) and Supplementary Conditions (Paragraph-SC-5.04) naming the City of Bisbee, its officers and employees, and WestLand Resources, Inc. as additionally insured.
 - b. Final Contract approval is pending Contract Document approval by USDA-Rural Development and issuance of "No Objection" Letter by North American Development Bank.
 - c. Bonds are not to be dated prior to the agreement date.

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

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

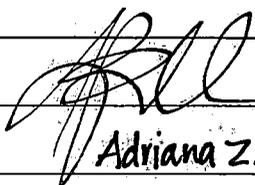
City of Bisbee

Owner

By: _____

Authorized Signature: _____

Title: Mayor


Adriana Z. Badal

Copy to Engineer

Notice to Proceed

Date: July 7, 2014

Project: Wastewater Collection System Project, Bisbee, Cochise County, Arizona

Owner: City of Bisbee

Owner's Contract No.: CONTA10-014

Contract: Tintown Wastewater Collection Systems

Engineer's Project No.: 1719.02

Contractor: KE&G Construction Inc.

Contractor's Address: 1601 Paseo San Luis, Suite 202 Sierra Vista, AZ 85635

You are notified that the Contract Times under the above Contract will commence to run on June 17, 2014. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is 210, and the number of days to achieve readiness for final payment is 240.

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

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

Thomas J. Klinek

Owner

Given by:

Authorized Signature

Public Works Director

Title

6/17/14

Date

Copy to Engineer

Issued in Triplicate

PERFORMANCE BOND

CONTRACTOR (name and address):

KE&G Construction, Inc.
1601 Paseo San Luis, Suite 202
Sierra Vista, Arizona 85635

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER (name and address):

City of Bisbee
118 Arizona Street
Bisbee, Arizona 85603

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 5/26/14

Amount: One Million Three Hundred Forty-Five Thousand Twenty-Eight and 50/100 Dollars (\$1,345,028.50)

Description (name and location): Contract No.: CONTA10-014; Tintown Wastewater Collection System
Bisbee, Cochise County, Arizona

BOND

Bond Number: 106100888

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): May 28, 2014

Amount: One Million Three Hundred Forty-Five Thousand Twenty-Eight and 50/100 Dollars (\$1,345,028.50)

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

KE&G Construction, Inc. _____ (seal)

Contractor's Name and Corporate Seal

By: C. W. [Signature]
Signature

Chris Albright
Print Name

President
Title

Attest: [Signature]
Signature

Project Manager
Title

Travelers Casualty and Surety Company of America _____ (seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Tina Marie Berger
Print Name

Attorney-In-Fact
Title

Attest: [Signature]
Signature

Kimberlee Erskin, Witness
Title

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

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

H. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

Issued in Triplicate

PAYMENT BOND

CONTRACTOR (name and address):
KE&G Construction, Inc.
1601 Paseo San Luis, Suite 202
Sierra Vista, Arizona 85635

SURETY (name and address of principal place of business):
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER (name and address):
City of Bisbee 118 Arizona Street, Bisbee, Arizona 85603
CONSTRUCTION CONTRACT

Effective Date of the Agreement: 5/26/14
Amount: One Million Three Hundred Forty-Five Thousand Twenty-Eight and 50/100 Dollars (\$1,345,028.50)
Description (name and location): Contract No.: CONTA10-014; Tintown Wastewater Collection System
Bisbee, Cochise County, Arizona

BOND

Bond Number: 106100888
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): May 28, 2014
Amount: One Million Three Hundred Forty-Five Thousand Twenty-Eight and 50/100 Dollars (\$1,345,028.50)
Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

KE&G Construction, Inc. _____ (seal)
Contractor's Name and Corporate Seal

Travelers Casualty and Surety Company of America (seal)
Surety's Name and Corporate Seal

By: Chris Albright
Signature

By: Tina Marie Berger
Signature (attach power of attorney)

CHRIS ALBRIGHT
Print Name

Tina Marie Berger
Print Name

President
Title

Attorney-in-Fact
Title

[Signature]
Attest: Signature

[Signature]
Attest: Signature

Project Manager
Title

Kimberlee Erskin, Witness
Title

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

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

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

16. Definitions

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

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

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

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

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

18. Modifications to this Bond are as follows:



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224651

Certificate No. 005746342

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joseph C. Dhuey, Tina K. Nierenberg, Tina Marie Berger, and Amy D. Scott

of the City of Tucson, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of December, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of December, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224651

Certificate No. 005746342

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joseph C. Dhuey, Tina K. Nierenberg, Tina Marie Berger, and Amy D. Scott

of the City of Tucson, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of December, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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St. Paul Guardian Insurance Company

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Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of December, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lovitt & Touché - Tucson
7202 E. Rosewood Dr. #200
Tucson AZ 85710

CONTACT NAME: Cherie Pijanowski, Account Manager
PHONE (A/C, No, Ext): 520-722-3000 FAX (A/C, No): 520-722-7245
E-MAIL ADDRESS: cpijanowski@lovitt-touche.com

INSURED
KE&G Construction, Inc.
1601 Paseo San Luis #202
Sierra Vista AZ 85635

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Cincinnati Insurance Company 10677
INSURER B: Navigators Insurance Company
INSURER C: Indian Harbor Insurance Company
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 1885383935 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab		CPP5559146	1/1/2014	1/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY		CPP5559146	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		LA14EXC802650V	1/1/2014	1/1/2015	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WC1922006	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Pollution Liability		PEC002923904	7/15/2013	7/15/2014	Each Pollution Condit \$1,000,000 Pollution Aggregate \$1,000,000 SelfInsured Retention \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COVERAGE IS SUBJECT TO ALL POLICY TERMS, CONDITIONS, DEFINITIONS, EXCLUSIONS, FORMS & ENDORSEMENTS. APPLICABLE ENDORSEMENTS ARE ATTACHED WITH REGARD TO THE FOLLOWING (if required by written contract):

NOTE: Excess Liability Coverage shown above is excess limits over the general liability, auto liability and employers liability coverage limits.

Forms Listing & Project Information (if Applicable) follows on page #2 (Acord 101):
See Attached...

CERTIFICATE HOLDER

City of Bisbee
118 Arizona Street
Bisbee AZ 85603

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Y & Touché - Tucson

POLICY NUMBER

NAMED INSURED

KE&G Construction, Inc.
1601 Paseo San Luis #202
Sierra Vista AZ 85635

CARRIER

NAIC CODE

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

GENERAL LIABILITY:

1. Automatic Additional Insured-Ongoing Operations per form GA233AZ 09/09 attached.
2. Automatic Additional Insured-Completed Operations per form GA4316AZ 09/09 attached.
3. Primary/Non-contributory coverage applies if required by written contract per form GA4094 10/01 attached.
4. Blanket Waiver of Subrogation if required by written contract per form GA233AZ 09/09 attached.
5. Per Project Aggregate is included in the general liability coverage form.
6. Additional Insured/Lessor of Equipment as respects to liability per form GA233AZ 09/09 attached.

AUTOMOBILE

1. Automatic Additional Insured if required by written contract per form AA4171 11/05 attached.
2. Blanket Waiver of Subrogation if required by written contract per form AA4172 09/09 attached.
3. Primary/Non-contributory coverage applies if required by written contract per form AA4174 11/05 attached.

WORKERS' COMPENSATION

1. Blanket Waiver of Subrogation if required by written contract per form WC000313 attached.

30 Day Early Notice of Cancellation applies.

Project #CONTA10-014 - Tintown Wastewater Collection System, Bisbee, AZ

Additional Insureds per attached endorsements: City of Bisbee and WestLand Resources, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You	8
4. Supplementary Payments	9
5. Medical Payments	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Political Subdivisions - Permits Relating to Premises; State or Political Subdivisions - Permits; and Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	13
11. Property Damage to Borrowed Equipment	13
12. Employees as Insureds - Specified Health Care Services:	14
Nurses; Emergency Medical Technicians; and Paramedics	
13. Broadened Notice of Occurrence	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000

b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE	ADVANCE PREMIUM
	(a) Area	(For Limits in Excess of	(For Limits in Excess of
	(b) Payroll	\$5,000)	\$5,000)
	(c) Gross Sales		
	(d) Units		
	(e) Other		
b. Care, Custody or Control			\$ _____
TOTAL ANNUAL PREMIUM			\$ _____

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **SEC-**

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be

knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion

ment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their

directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage**, and the rules

below fix the most we will pay regardless of the number of:

- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to

reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of

ages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that

method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Interpreting the "employee benefit programs";
 - c. Handling records in connection with the "employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions **c.** through **q.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing; heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

- a.** Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and
 - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence"

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container,

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability caused, in whole or in part, by your ongoing operations performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d) and (e) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- a) Providing engineering, architectural or surveying services to others; and

- b) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

- a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b) Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- 2) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2). Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written

applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is hereby amended as follows:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
- (2) For any other valid and collectible insurance available to the additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to

Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS)** is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED, 2. is amended to include:

e. Any person or organization, hereinafter referred to as **Additional Insured**:

(1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and

(2) For whom you are required to add as an additional insured, except any architect, engineer or surveyor, on a completed operations basis on this Coverage Part

under a written contract or written agreement:

(1) But only with respect to liability caused, in whole or in part, by "your work" performed for that additional insured by you or on your behalf; and

(2) If the written contract or written agreement specifies coverage for the additional insured in the "products-completed operation hazard".

With respect to the person(s) or organization(s) referenced in Paragraph A.2.e. above, their status as an additional insured under this endorsement will not apply beyond the period of time required in that written construction contract or agreement referred to in Paragraph A.2.e. above. If that written construction contract or agreement does not specify a period of time, this coverage will not apply beyond 1 year from the completion of "your work" where the work that caused the "bodily injury" or "property damage" occurred. "Your work" will be deemed completed as specified in Paragraph a.(2) of SECTION V - DEFINITIONS, 19. "Products-completed operations hazard".

B. With respect to the additional insureds referenced in Paragraph A.2.e. above, the follow-

clusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, this insurance does not apply to "bodily injury" or "property damage" arising out of:

1. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

a. Providing engineering, architectural or surveying services to others; and

b. Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

a. Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

b. Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

2. "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

3. "Bodily injury" or "property damage" arising out of "residential construction".

C. SECTION III - LIMITS OF INSURANCE is amended to include:

The limits of insurance available to the additional insured(s) will not exceed:

1. Those limits specified in the written construction contract or agreement referred to in Paragraph **A.2.e.** above; or
2. The Limits of Insurance specified in the Declarations of this Coverage Part;

whichever are less. If no limits are specified in that written construction contract or agreement, the limits available to the additional insured(s) will not exceed the Limits of Insurance specified in the Declarations of this Coverage Part. The limits of insurance available to the additional insured(s) are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

AUTOMATIC ADDITIONAL INSURED PROVISION

The written construction contract or agreement referred to in Paragraph **A.2.e.** above must:

1. Be currently in effect or become effective during the term of this Coverage Part; and
2. Have been executed prior to the "bodily injury" or "property damage" to which this endorsement pertains.

E. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance is amended to include the following:

1. Where required by the written construction contract or agreement referred to in Paragraph **A.2.e.** above, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or

noncontributing, whichever applies, with this insurance.

2. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- a. As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- b. When other valid and collectible insurance is available to the additional insured:

- (1) As an additional insured by attachment of an endorsement to another insurance policy; and

- (2) On an excess basis.

In such case the coverage provided under this endorsement shall also be excess.

F. SECTION V - DEFINITIONS is amended to include:

1. "Residential construction" means:

- a. A structure where any of the structure's square foot area is used, or is intended, for the purpose of human habitation and includes, but is not limited to, single-family housing, multi-family housing, apartments, condominiums, townhouses, and similar structures intended for human habitation; and

- b. Common areas and appurtenant structures of those structures listed in Paragraph **1.a.** above.

"Residential construction" does not include:

- a. Hospitals or prisons; and

- b. Military housing, dormitories, long-term care facilities, hotels or motels, provided there is no individual ownership of units.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY / NONCONTRIBUTORY AMENDMENT OF CONDITIONS FOR DESIGNATED ADDITIONAL INSUREDS

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization (Additional Insured):

**ANY ENTITY FOR WHICH THE INSURED IS REQUIRED IN A WRITTEN CONTRACT
TO COVER ON A PRIMARY AND NON CONTRIBUTORY BASIS**

With respect to insurance provided the additional insured shown in the Schedule, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

Where required by a written contract, this insurance is primary and noncontributory as respects any other insurance policy issued to the additional insured. Otherwise, b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance available to the additional insured whether primary, excess, contingent or on any other basis.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over any other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:

Policy Number:

Named Insured:

Countersigned by:

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:

Policy Number:

Named Insured:

Countersigned by:

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:

Policy Number:

Named Insured:

Countersigned by:

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Contractor's Application for Payment No. _____

Application Period:	Application Date:
To (Owner):	From (Contractor):
Project:	Via (Engineer):
Contract:	
Owner's Contract No.:	Contractor's Project No.:
	Engineer's Project No.:

**Application For Payment
Change Order Summary.**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... \$ _____
2. Net change by Change Orders..... \$ _____
3. Current Contract Price (Line 1 ± 2)..... \$ _____
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ _____
5. RETAINAGE:
 - a. X _____ Work Completed..... \$ _____
 - b. X _____ Stored Material..... \$ _____
 - c. Total Retainage (Line 5a + Line 5b)..... \$ _____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ _____
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
8. AMOUNT DUE THIS APPLICATION..... \$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

By: _____ Date: _____

Approved by: _____
Funding Agency (if applicable) (Date)

Certificate of Substantial Completion

Project:

Owner:

Owner's Contract No.:

Contract:

Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

Date of Substantial Completion

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

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

Amended Responsibilities

Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: _____ Owner: _____ Owner's Contract No.: _____

Contract: _____ Date of Contract: _____

Contractor: _____ Engineer's Project No.: _____

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments (list documents supporting change): _____

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized)

Date: _____

Date: _____

CONTRACT CONDITIONS

GENERAL CONDITIONS

SECTION 00700

STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
 14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
 15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
 16. *Cost of the Work*—See Paragraph 11.01 for definition.
 17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
 18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
 19. *Engineer*—The individual or entity named as such in the Agreement.
 20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
 21. *General Requirements*—Sections of Division 1 of the Specifications.
 22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
 23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
 24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
 26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
-

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an
-

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

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

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

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

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

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

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

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

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

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

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

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments; in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

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

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

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

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

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 Notice of Defects

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

13.02 Access to Work

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

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

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

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

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

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
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4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

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

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

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

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

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

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SUPPLEMENTARY CONDITIONS

**SECTION 00800
SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated 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.

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SC-1.01.A.2. Add the following new Paragraph after Paragraph 1.01.A.2:

The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

Additional funding sources for this project include the North American Development Bank and the U.S. Environmental Protection Agency.

SC-1.01.A.3. Add the following language to the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

SC-1.01.A.9. Add the following language to the end of Paragraph 1.01.A.9:

The Change Order form to be used on this Project is EJCDC No. C-941. Agency approval is required before Change Orders are effective.

SC-1.01.A.19. Add the following language to the end of Paragraph 1.01.A.19:

This Project has been designed by AMEC Earth and Environmental, Inc. who is hereinafter the Design Engineer in these documents. The Design Engineer's Consultants on this project are: EIC Engineers, L.L.C. (Electrical). For this Project, WestLand Resources, Inc. (WestLand) will function as the Engineer.

SC-4.02. Add the following new paragraphs immediately after Paragraph 4.02.B:

- C. In the preparation of Drawings and Specifications, Design Engineer relied upon the following reports of exploration and tests of subsurface conditions at the Site:
 - 1. AMEC. "Tintown Sewer Upgrade Geotechnical Investigation and Analysis Report." Bisbee, Arizona.
- D. In the preparation of Drawings and Specifications, Design Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:
 - 1. AMEC. Legal Descriptions and Exhibits for Proposed Easements in Tintown (Lot 34 and FMI property).
- E. Copies of reports and drawings itemized in SC-4.02.C and SC-4.02.D that are not included with Bidding Documents may be examined at the City of Bisbee Public Works Office, 404 Bisbee Road, Bisbee, Arizona 85603 during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of the Drawings and Specifications.

SC-4.06. Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings of Hazardous Environmental Conditions at or contiguous to the Site are known to the Owner or Engineer.
- B. Not used.

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

- C. The limits of liability for insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the

General Conditions:

- a. State: Statutory
 - b. Applicable Federal
(e.g., Longshoremen's) Statutory
 - c. Employer's Liability \$ 500,000
2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:
- a. General Aggregate \$ 2,000,000
 - b. Products - Completed
Operations Aggregate \$ 1,000,000
 - c. Personal and Advertising
Injury \$ 1,000,000
 - d. Each Occurrence
(Bodily Injury and
Property Damage) \$ 1,000,000
 - e. Property Damage liability insurance
will provide Explosion, Collapse,
and Underground coverages where
applicable.
 - f. Excess or Umbrella Liability
 - 1) General Aggregate \$ 5,000,000
 - 2) Each Occurrence \$ 5,000,000
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
- a. Bodily Injury:
 - Each Person \$ 1,000,000
 - Each Accident \$ 1,000,000
 - b. Property Damage:
 - Each Accident \$ 1,000,000
 - c. Combined Single Limit of \$ 1,000,000
4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
 - Each Person \$ 2,000,000
 - Each Accident \$ 2,000,000
 - b. Property Damage:
 - Each Accident \$ 2,000,000
 - Annual Aggregate \$ 2,000,000
5. The City of Bisbee and WestLand Resources, Inc. shall be named as additionally insured.

SC-6.05.C. Amend the paragraph by making two subparagraphs under the title C. Engineer's Evaluation. The paragraph text is retitled, 6.05.C.2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:

During Bidding, the Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder

and

has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

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

The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

The Engineer will provide Resident Project Representative services for this project. The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in Exhibit D of the Agreement Between Owner and Engineer, E-500, 2008 Edition.

SC-14.02.A.3. Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.A.4. Add the following new Paragraph after Paragraph 14.02.A.3:

The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due ten days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-18. Add a new Article 18, "Federal Requirements," after Article 17.

SC-18.01. Add the following language at the beginning of Article 18 with the title "Agency Not a Party."

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

SC-18.02. Add the following language after Article 18.01.A with the title "Contract Approval."

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit GC-A) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

SC 18.03. Add the following language after Article 18.02.B with the title "Conflict of Interest."

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC-18.04. Add the following language after Article 18.03.A with the title "Gratuities."

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 18.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

SC-18.05. Add the following language after Article 18.04.B with the title "Audit and Access to Records."

- A. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer

which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

SC-18.06. Add the following language after Article 18.05.A with the title "Small, Minority and Women's Businesses."

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

SC-18.07. Add the following after Article 18.06.A with the title "Anti-Kickback."

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

SC-18.08. Add the following after Article 18.07.A with the title "Clean Air and Pollution Control Acts."

- A. If this Contract exceeds \$100,000, Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h) and 42 USC 7401et. seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33 USC 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) is required. Contractor will report violations to the Agency and the Regional Office of the EPA.

SC-18.09. Add the following after Article 18.08 with the title "State Energy Policy."

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

SC-18.10. Add the following after Article 18.09 with the title "Equal Opportunity Requirements."

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal

Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- B. Contractor’s compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor’s goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

SC-18.11. Add the following after Article 18.10.C with the title “Restrictions on Lobbying.”

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

SC-18.12. Add the following after Article 18.11.A with the title “Environmental Requirements.”

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:

- A. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
- B. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the

latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.

- C. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).
- D. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat.

Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

- E. Mitigation Measures – If the project had an Environmental Report, Environmental Assessment, or Environmental Impact Statement to meet the requirements of the National Environmental Policy Act, compliance with the mitigation measures, if any, in that document. These mitigation measures are as follows:

- Any abandoned subsurface sewer lines and/or manholes should be filled with a stabilizing material to prevent collapse of the surrounding soil matrix or overlying structures.
- The installation of new ductile iron pipe, fastenings, and supports used above ground should be visually compatible with the existing surroundings and should also be of comparable quality workmanship.
- Contact the Resident Project Representative if archaeological resources are encountered.
- For informal drainage features, the best option is preservation when feasible; otherwise partial reconstruction. Evaluation of condition to determine the best option requires judgment on a case-by-case basis.
- Patching of asphalt and concrete streets should be performed in accordance with engineering specifications and strive to have visual quality to avoid creation of highly noticeable patches.

EXHIBIT GC-A

Certificate of Owner's Attorney

I, the undersigned, John A. MacKinnon, the duly authorized and acting legal representative of City of Bisbee, AZ, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

John A. MacKinnon

Date:

June 10, 2014

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

By:

Mike Luecker

Date:

6/17/14

Type Name:

Mike Luecker
RD Engineer

SPECIAL PROVISIONS

**SECTION 810
SPECIAL PROVISIONS
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1. SCOPE

These Special Provisions supplement and modify the Technical Specifications, and Plans. All requirements and provisions of the Technical Specifications and Plans apply except where modified by these Special Provisions.

2. PROJECT DESCRIPTION

This project consists of the Tintown Wastewater Collection System Expansion, as provided for in the project plans and specifications. Special instructions regarding the various portions of the project are included in these Special Provisions.

3. DEFINITION OF TERMS

Wherever in these documents the word "OWNER" appears, it shall be understood to mean the City of Bisbee, Arizona, the governing body of which is the City Council. Wherever in these documents the word "CONTRACTOR" appears, it shall be understood to mean the party or parties contracting with the OWNER to perform the Work. Wherever in these documents the word "ENGINEER" appears, it shall be understood to mean WestLand Resources, Inc.

4. ORDER OF PRECEDENCE OF DOCUMENTS

In the case of conflict, duplication, or overlap of design criteria specified in the contract documents, the following order of precedence shall be followed (from highest to lowest precedence):

- Executed Change Orders
- Addenda
- Contract Agreement
- Supplementary Conditions (SECTION 00800)
- General Conditions (SECTION 00700)
- Special Provisions (SECTION 00810)
- Plot Plans for Individual Lots (WestLand)
- Technical Specifications (AMEC)
- Plan Drawings (AMEC, as revised)
- Referenced Technical Standards are the Uniform Standard Specifications for Public Works Construction as distributed by the Maricopa Association of Governments (2011) and can be found at: <http://www.wazmag.gov/Communications/publications.asp>.

In the event that a discrepancy exists between the plans and specifications, CONTRACTOR shall submit to ENGINEER a Request for Information prior to proceeding with work. ENGINEER shall respond to CONTRACTOR within 5 working days. Under no circumstance shall ENGINEER or OWNER be responsible for any delay by CONTRACTOR in responding to the RFI.

5. SPECIAL PROVISIONS

Special Provisions Section TINTOWN 00800 as referenced in the Table of Contents of the Technical Specifications supplied by AMEC (page TC-1), have been replaced in their entirety by this Section 00810

Special Provisions. Any reference in AMEC documents to Special Provisions shall be understood to reference this Section 00810 of Special Provisions.

6. PRECONSTRUCTION CONFERENCE

Before the start of construction, the ENGINEER will schedule a conference for the purpose of discussing such matters as project supervision, onsite inspections, progress schedules and reports, payrolls, payments to CONTRACTORS, equal employment opportunity, contract change orders, insurance, safety, and any other items pertinent to the project. The CONTRACTOR shall arrange to have all supervisory personnel connected with the project on hand to meet with the representatives of the OWNER and the ENGINEER.

7. CITY-INSTALLED FACILITIES

The City of Bisbee will install a portion of the project work as shown on the plans. The City's portion of the work consists of the gravity sewer and manhole installation upstream from the Tintown tie-in, consisting of Manholes A10-07, A10-08, and A10-09, and the associated gravity sewer and connections upstream from Manhole A10-06. The CONTRACTOR shall be responsible for the installation of Manhole A10-06, connection of the last section of upstream gravity sewer to Manhole A10-06, and all other work shown on the plans. The CONTRACTOR responsibility also includes the removal and proper disposal of all existing asbestos cement pipe and manholes as shown on the plans, from the downstream connection point adjacent to Highway 92 near Manhole A10-03 to the upstream connection point at Manhole A10-09. The CONTRACTOR shall coordinate with the City of Bisbee regarding construction and sewer connection and schedule. CONTRACTOR shall provide construction staking for the City's portion of the work.

8. SCHEDULES

CONTRACTOR shall submit a complete construction schedule to include the installation of sewer lines, manholes, force main, lift station, highway crossings, utility relocations, house connection sewer construction, septic tank/cesspool abandonment, surface stabilization installation and pavement repair, and associated restoration before construction can commence.

9. COMPLIANCE WITH LAWS AND LABOR MATERIAL REQUIREMENTS

The CONTRACTOR shall conduct the work in compliance with all existing state and national laws and county and municipal ordinance and regulations limiting or controlling the work in any manner. Particular attention is called to the following State of Arizona laws:

- A. Employment of aliens on Public Works projects prohibited. ARS 34-301 and residence requirements for employees, ARS 34-302.
- B. WORKMAN'S COMPENSATION INSURANCE - All personnel working on the project shall be covered by Workman's Compensation Insurance as provided or approved by the Arizona Industrial Commission in accordance with ARS 23-901 et. seq.

10. COPIES OF DOCUMENTS

The OWNER will furnish to the CONTRACTOR up to seven (7) 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.

11. DRAWINGS OF RECORD

Two additional sets of Contract Documents will be provided to the CONTRACTOR at no charge for the purpose of showing the work as actually installed. These Contract Documents are to be kept at the job site, maintained in good condition, and marked daily by the CONTRACTOR as the work proceeds. The Contract Documents shall be kept available for inspection by the OWNER at all times, and shall be kept up to date. The CONTRACTOR shall be responsible for submittal of an accurate set of record drawings, as drafted and stamped by a Professional Land Surveyor registered in the state of Arizona, upon completion of the contract and prior to final payment.

12. CONTRACT TIME

The contract time for this project is as specified in the Agreement Section 00500.

13. SURVEYS

The CONTRACTOR shall layout the WORK, in accordance with the drawings, shall establish all necessary lines, grades, etc., required to complete the work in accordance with the Contract Documents. The CONTRACTOR shall employ an experienced and competent Arizona Registered Land Surveyor (R.L.S.) satisfactory to the OWNER to layout the WORK and to verify lines and elevations as the WORK progresses.

Prior to construction, said surveyor shall verify and establish control for the existing survey monuments that will be disturbed by the project. The location and establishment of this control shall be done prior to any construction. Upon completion of the project, the surveyor shall also re-establish all survey monuments disturbed during the project. The surveyor shall also be responsible to file a record of survey for post and prior conditions upon completion of the project.

The CONTRACTOR shall provide survey for water and sewer main staking per plans and specifications. The Registered Land Surveyor shall also provide vertical and horizontal as-builts for all new sewer mains.

The CONTRACTOR shall provide survey for the City-installed portion of the Tintown project, which consists of the new sewer upstream from the Tintown force main tie-in.

14. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the OWNER shall direct, the CONTRACTOR will and will cause his SUBCONTRACTORS to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the OWNER, any work or materials shall have been damaged or injured by reason of failure on the part of the CONTRACTOR or any of his SUBCONTRACTORS to so protect his work, such materials shall be removed and replaced at the expense of the CONTRACTOR.

15. SUBMITTALS

Prior to construction and as soon as possible, the CONTRACTOR shall supply all submittals required by the Technical Specifications or as requested by the OWNER.

16. INSPECTION OF THE WORK

In the event the CONTRACTOR elects to work outside the forty (40) hour week that occurs between Monday through Friday, such as Saturday, Sunday or legal holidays, or any work on the project in excess of 8 hours per normal working day in accordance with the General Conditions the CONTRACTOR will be responsible for all inspection, engineering, and testing costs incurred during that period. For any inspection work performed on Saturday, Sunday, or local municipal holidays the minimum chargeable time shall be four (4) hours. The OWNER reserves the right to deduct these additional inspections, engineering, and testing costs directly from the CONTRACTOR's payments. Water service or sewer service problems that arise within the project area after hours, on weekends, or holidays will require inspection by the ENGINEER. The CONTRACTOR will have monies withheld at a rate of \$95/hour for the inspection of the required repairs, planned work or any of the inspection described above.

17. WATER AND POWER

A. WATER

All water required by CONTRACTOR for proper completion of the work to be performed under the provisions of these contract documents, shall be provided by the CONTRACTOR at his sole cost and expense.

In an effort to maintain the Green Building guidelines outlined in Appendix B the CONTRACTOR may coordinate with the City of Bisbee to utilize reclaimed water for slurry mix, concrete work, and other water needs. It is of note that the reclaimed water is grade B+ and is not intended for direct human contact. CONTRACTOR shall use care to prevent ponding of reclaimed water and/or direct contact.

At no time whatsoever will the CONTRACTOR or the CONTRACTOR's employees be allowed to use a homeowner's yard faucet or water hose. Violations of this provision shall entitle the City to deduct One Hundred Dollars (\$100) from monies due the CONTRACTOR for each such violation.

If at any time CONTRACTOR or the CONTRACTOR's employees damage property owner's irrigation lines, repairs should be made immediately. CONTRACTOR will be responsible for the water usage cost to the homeowner and will be subject to an additional fine of \$100 per day for each 24 hour period repairs are not completed.

B. POWER

All power for lighting, operation of CONTRACTOR's plant or equipment or for any other use as may be required for proper completion of the work to be performed under the provisions of these contract documents shall be provided by the CONTRACTOR at his sole cost and expense.

18. MATERIALS TESTING

A. CONSTRUCTION TESTING

All construction testing to ensure compliance with the plans and specifications shall be the responsibility of the CONTRACTOR. All construction testing shall be performed by an independent, commercial laboratory retained and compensated by the CONTRACTOR. The CONTRACTOR shall be solely responsible for scheduling and coordination of construction testing. The CONTRACTOR shall perform additional tests when directed or requested by the OWNER.

It shall be the responsibility of the CONTRACTOR, at no additional cost, to provide material samples for testing at the OWNER's request.

The CONTRACTOR shall be responsible for charges resulting from failed tests. Costs for retesting shall be based upon hourly and/or individual test rates.

In the event any portion of the project is rejected because of substandard work, all materials testing, engineering, and inspection costs associated with corrective measures shall be chargeable to the CONTRACTOR at the current respective rates.

B. PRELIMINARY MATERIALS TESTING

All preliminary materials testing and mix design testing required by the specifications to ensure materials and mix designs are suitable for project use will be the responsibility of the CONTRACTOR at no additional cost to the OWNER.

19. GEOTECHNICAL CERTIFICATION

The CONTRACTOR shall provide all geotechnical inspections and testing performed by an Arizona Registered Engineer. The engineer reviewing the geotechnical inspections and testing shall provide a written certification with engineer's seal and supporting documentation to the City of Bisbee certifying that all trenching backfill have been installed and compacted per plans and specifications complete.

20. CLEANUP AND POLLUTION CONTROL

A. GENERAL

The CONTRACTOR shall be responsible for the removal of all debris, litter and waste from the job site(s) and/or equipment maintenance area and the restoration of any and all areas affected, directly or indirectly by the construction, transportation of equipment or materials and/or by the acts of neglect or omission by his employees.

All debris, litter, etc., shall be disposed of in accordance with prevailing ordinance or law. Open burning of trash, debris, vegetation, etc., will not be permitted.

Such clean-up operations shall be on a daily basis. All pavement, concrete, brush, rocks, excess materials, etc. accumulated or removed during the course of construction must be disposed of in

those areas designated by the ENGINEER or his authorized representative, including but not limited to the Bisbee Landfill. Freeport McMoRan, Inc. (FMI) has agreed to take impacted soils generated during the project provided they are field screened with a portable x-ray fluorescence (XRF) machine and meet their requirements for disposal. FMI will not take any clean soils for disposal. All costs for disposal, including gate or tipping fees, etc. are the responsibility of the CONTRACTOR. This material must be disposed of within ten (10) days of time of removal. If the areas in question are not cleaned up to the satisfaction of the ENGINEER, progress payments will be withheld until clean-up is completed and approved by the ENGINEER, or, in the case of private projects, other legal action will be taken.

B. TEMPORARY FACILITIES

The CONTRACTOR shall provide temporary mailboxes and traffic control signs where necessary until completion of backfilling and clean-up.

C. SOLID WASTES

All solid wastes shall be removed and disposed of in accordance with prevailing ordinance or law. Clean-up shall be completed on a daily basis. All costs for disposal shall be the responsibility of the CONTRACTOR, and shall be considered incidental to the costs of the various bid items.

All spilled paving material shall be removed and disposed of prior to final acceptance and payment.

D. MAINTENANCE AREAS

Maintenance areas shall be kept clean during construction and shall be free of litter at all times. All empty containers, debris, waste, etc., shall be removed and disposed of prior to final acceptance. Upon inspection by the ENGINEER, the CONTRACTOR may be required to dress the surface of the ground, dependent upon the extent of spillage of petroleum products on the surface. If so directed, such dressing shall consist of scarifying the surface to a depth of six (6) inches and moving and compacting the soil in such a way as to blend the spill areas into clean soil and restore the surface by partial compaction.

E. POLLUTION

The CONTRACTOR shall be held responsible for acts leading to pollution of water, air or land by any means.

Open burning of trash, debris, vegetation, etc., will not be permitted anywhere in the City limits.

The discharge of any pollutants upon the surface of the ground, or into any stream, ravine, wash or body of water which may result in pollution of the public water supply, or of groundwater contributory thereto, will not be permitted.

Violation of these conditions will be cause for the termination of work, and possible legal action.

F. REMOVAL AND REPLACEMENT OF SIGNS MAILBOXES, ETC.

It is the responsibility of the CONTRACTOR to remove all poles, etc. which are located within the construction area and replace at the time of backfilling and clean-up in the locations determined by the Street Superintendent. In the case of landscaping or other private items located in the construction area, the CONTRACTOR shall hand-deliver a written notice to all residences in that area stating his intentions to perform construction activities and shall do so at least five (5) working days prior to work commencing. If, at the time of construction these items are still in the construction area, the CONTRACTOR is to remove and dispose of them properly. All signs and mailboxes shall be permanently installed within forty-eight (48) hours of completion of construction activities.

G. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT

The CONTRACTOR shall assume all responsibility for complying with the requirements of the NPDES Phase II Construction Program and must submit an AZPDES permit to ADEQ that meets all the requirements of a General Permit for Discharge from Construction Activities to Waters of the United States. Any necessary containment plans or structures associated with the permit shall be the responsibility of the CONTRACTOR.

At the time of the preconstruction conference, the CONTRACTOR shall submit, for the ENGINEER's approval, a program which includes all the measures, which the CONTRACTOR proposes to take for the construction of permanent erosion control work specified in the contract and all the temporary control measures to prevent erosion and pollution of streams, lakes and reservoirs. CONTRACTOR shall provide, install, and maintain the Storm Water Pollution Prevention Plan (SWPPP) for this project per and file the required Notice of Intent and Notice of Termination forms with the Arizona Department of Environmental Quality. All cost associated with the SWPPP shall be paid for by the CONTRACTOR.

Permanent erosion control work and pollution prevention measures shall be performed at the earliest practicable time consistent with good construction practices. Temporary work and measures are not meant to be performed in lieu of permanent work specified in the contract.

Construction of drainage facilities as well as the performance of other contract work, which will contribute to the control of erosion and sedimentation, shall be carried out in conjunction with earthwork operations or as soon thereafter as possible.

Except for that approved in writing by the ENGINEER, the CONTRACTOR shall perform no clearing and grubbing or earthwork until the CONTRACTOR's program has been approved.

If in the opinion of the ENGINEER, clearing and grubbing, excavation, or other construction operations are likely to create an erosion problem because of the exposure of erodible earth material, the ENGINEER may limit the surface area to be disturbed until satisfactory control measures have been accomplished.

The ENGINEER may order the CONTRACTOR to provide immediate measures to control erosion and prevent pollution. Such measures may involve the construction of temporary berms,

dikes, dams, sediment basins and slope drains; the use of temporary mulches, mats and seeds and the use of other devices, methods, items, etc., as necessary.

At any time the CONTRACTOR proposes to change his/her schedule of operations, the CONTRACTOR shall review and update his/her erosion and pollution control program and submit it to the ENGINEER for approval.

The CONTRACTOR shall not be entitled to additional compensation or an extension of contract time for any delays to the work because of the CONTRACTOR's failure to submit an acceptable erosion and pollution control program.

Erosion control and pollution prevention work specified in the contract, which is to be accomplished under any of the various contract items will be paid for by the bid item.

The cost of any erosion control and pollution prevention work which may be proposed by the CONTRACTOR in his/her program, in addition to that specified in the contract, will be considered as included in the prices bid for contract items.

21. DUST CONTROL

It shall be the CONTRACTOR's responsibility to provide adequate water for dust control. It is imperative that the air quality standards are maintained. In addition, dust could be quite hazardous in the everyday operations. It shall be the CONTRACTOR's responsibility to ensure that all regulations for air quality and safety are met. Dust control shall be conducted and expected throughout all hours of the day and night as needed. Especially, but not limited to when dust is visible to the naked eye.

In an effort to maintain the Green Building guidelines outlined in Appendix B the CONTRACTOR may coordinate with the City of Bisbee to utilize reclaimed water for dust control. It is of note that the reclaimed water is grade B+ and is not intended for direct human contact. CONTRACTOR shall use care to prevent ponding of reclaimed water and/or direct contact.

22. SUPERVISORY PERSONNEL

It is the intent of these Specifications to provide a completed project which will in every way reflect the work of competent journeyman mechanics in the various trades represented. The CONTRACTOR shall ensure that each portion of the work is supervised by a qualified person, well versed in the operation of the various tools required for the trade, the method in which the work is to be done, and knowledge of the general requirements of the construction work. All work is to be done in accordance with the latest methods devised for such work to ensure the highest quality product.

23. SAFETY REQUIREMENTS

The CONTRACTOR shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction" (29 CFR Part 1518, 36 CFR 7340), with additions or modifications thereto, in effect during construction of this project.

THE FOLLOWING MEASURES OR PROVISIONS ARE TO BE ADHERED TO AT ALL TIMES DURING THE CONSTRUCTION OF THIS PROJECT:

- A. All heavy construction machinery to include trenching machines, bulldozers, backhoes, etc., must be equipped with a roll bar meeting the requirements of the above regulation.
- B. Safety helmets will be worn by all personnel working at the site. In addition, all spectators and inspectors will be required to wear safety helmets in construction zone.
- C. Steel toe safety shoes or boots will be worn by all personnel working at the site.
- D. Approved safety glasses will be worn by all personnel working at the site.
- E. Proper safety vest adhering to state standards will be worn by all personnel working at the site.

24. PRESERVATION OF BENCH MARKS AND MONUMENTS

The CONTRACTOR shall exercise caution to ensure that permanent bench marks, monuments, established property corners, survey lines, and points are not damaged or disturbed by this work. If any survey monuments, property corners, survey lines or points are damaged or disturbed, the CONTRACTOR's representative shall immediately notify the inspector. All centerline survey monumentation located in pavement removal areas shall be replaced by an Arizona Registered Land Surveyor (R.L.S.) after completion of the pavement removal and replacement operations. All costs incurred to re-establish such points shall be borne by the CONTRACTOR.

25. DISPOSAL OF EXCESS MATERIAL

Excess soil and unsuitable materials shall be removed from the site by the CONTRACTOR at his own expense and disposed of in accordance with the Contract Documents unless otherwise permitted herein. In the event the CONTRACTOR chooses to utilize local private lots to dispose of excess material, the CONTRACTOR must provide the ENGINEER with written permission from the property owner prior to utilizing the lot. Placing material suitable for fill on vacant lots will require a Grading Permit in advance of placing the material.

26. REFERENCE STANDARD SPECIFICATIONS

Where standard specifications or testing methods have been referred to, such as ASTM or AASHTO, the intent is to refer to the latest applicable issue or revision of such specifications or testing methods. The following abbreviations are used in these specifications:

AWWA	American Water Works Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AI	Asphalt Institute
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute (formerly the USA Standards Institute)
ASTM	American Society for Testing and Materials
NESHAP	National Emission Standards for Hazardous Air Pollutants
NSF	National Sanitation Foundation

OSHA Occupational Safety and Health Administration
SPWC Standard Specifications for Public Works Construction. (Wherever written herein shall mean "Maricopa Association of Governments, Arizona Specification for Public Works Construction".) "Sample Forms" and "Part 100 - General Conditions" of these Standard Specifications for Public Works Construction are excluded from the documents for this project.

27. CODES, ORDINANCES AND LOCAL SPECIFICATIONS

All work under this project shall be performed in strict accordance with these specifications and the Standard Specifications for Public Works Construction (SPWC). Where any conflict occurs between these plans and specifications and the local codes and ordinances in effect at the time, such codes and ordinances shall take precedence over these plans and specifications only if these plans and specifications are inferior as to materials and workmanship called for by such codes and ordinances.

28. INTERFERING STRUCTURES AND UTILITIES

Utility locations shown are approximate, based on information supplied by the OWNER and utility companies. The CONTRACTOR shall verify, in the field, the locations of all existing underground facilities prior to beginning work. The CONTRACTOR shall notify Blue Stake (1-800-782-5348) at least 48 hours prior to any excavations.

The CONTRACTOR shall exercise all possible caution to prevent damage to existing structures and utilities, whether above ground or underground. The CONTRACTOR shall notify all utility offices concerned at least seventy-two (72) hours in advance of construction operations in which a utility's facilities may be involved.

The CONTRACTOR is responsible for resolving all utility and drainage conflicts in compliance with all governmental regulations. Any structure or utility damage caused by the work shall be repaired or replaced in a condition equal to or better than the condition prior to the damage. Such repair or replacement shall be accomplished at the CONTRACTOR's expense without additional compensation from the OWNER.

If interfering structures or installations such as vaults, manholes, valves, utility poles, guy wires, or anchors are encountered, the CONTRACTOR shall notify the ENGINEER and contact the appropriate utility or structure OWNER at least seven (7) days in advance of construction to arrange for protection or relocation of the structure.

The CONTRACTOR shall remove, protect and/or replace all existing structures, utilities or other improvements and similar items within the proposed improvements at his own expense without additional compensation from the OWNER unless specifically provided for as a pay item of work by the Specifications or as otherwise provided for on the Plans. Replacement shall be in a manner and in a condition at least equivalent to, or better than, the original condition.

If the CONTRACTOR encounters existing facilities which will prevent the construction of any facility and which are not properly shown on the Plans, he shall notify the OWNER before continuing with the construction in order that the OWNER may make such field revisions as necessary to avoid conflict with

the existing structure. The cost of waiting or "down" time during such field revision shall be borne by the CONTRACTOR without additional cost to the OWNER. If the CONTRACTOR fails to notify the OWNER when an existing structure is encountered, but proceeds with the construction despite this interference, he does so at his own risk. In particular, when the location of the new construction will prohibit the restoration of existing structures to their original condition; the CONTRACTOR shall notify the ENGINEER and contact the utility or structure OWNER so field relocation may be made if possible to avoid the conflict.

In the event of interruption to any utility service as a result of accidental breakage or as a result of being exposed or unsupported, the CONTRACTOR shall promptly notify the proper authority. He shall cooperate with the said authority in restoration of service as promptly as possible and shall bear all costs of repair. In no case shall interruption of any utility service be allowed to exist outside working hours unless prior approval of the OWNER is received.

Neither the OWNER nor its officers or agents shall be responsible for damages to the CONTRACTOR as a result of the locations of the water and sewer lines or utilities being other than those shown on the Plans or for the existence of water, sewer lines or utilities not shown on the Plans.

29. ASSOCIATED RESTORATION

Restoration is an integral part of the Work under the Contract and all unit bid prices shall include Associated Restoration. Associated Restoration for any unit bid item is that restoration necessitated by the installation of that bid item. All construction areas will be restored to the same or better condition than existed prior to construction. All property improvements including roadways, walls, signs, guard rails, fences, driveways, walkways, and other items altered, removed or damaged during construction shall be restored to the same or better condition than existed prior to construction. The CONTRACTOR is advised that the cutting and replacement of pavement is considered part of Associated Restoration and no additional compensation will be provided this work unless otherwise specified. Cleanup shall be an integral part of Associated Restoration. In case of dispute, the ENGINEER will designate Associated Restoration.

30. PROTECTION OF WORK AND THE PUBLIC

It shall be the CONTRACTOR's responsibility to take all necessary precautions to protect his/her work during the course of construction until final acceptance.

Due to the nature of the project site, all trenches shall be backfilled to grade or covered with H20 traffic rated steel trench plates and secured each day at the end of construction.

31. AIR QUALITY - OPERATING PERMITS

The CONTRACTOR may be required to obtain registration certificates and/or operating permits for sources of air pollution. Information concerning these certificates and permits may be obtained from:

The Office of Air Quality
Arizona Department of Environmental Quality
P.O. Box 600
Phoenix, AZ 85001-0600 (602) 207-2300

32. ADJUST UTILITIES TO FINISHED GRADE

The CONTRACTOR shall be responsible for locating all manhole rims, valve boxes, meter boxes, utility vaults, etc., and setting them to finished grade. The CONTRACTOR shall adjust sewer and water facilities to finished grade in accordance with the specifications within seven (7) days after street surfacing has been completed on each street. All valves and/or manholes will be made visible and accessible for emergency use within 24 hours. It shall be the responsibility of the CONTRACTOR to coordinate with the various private utility companies so that they can adjust their facilities to finished grade at an appropriate time. Adjust all facilities in accordance with these specifications and the MAG Standard Details, as modified by the city of Bisbee.

33. SAFETY, HEALTH AND SANITATION PROVISIONS

The CONTRACTOR shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health.

The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the OWNER may determine, reasonably necessary to protect the life and health of employees on the job, the safety of the public and to protect property in connection with the performance of the work covered by the contract.

Precaution shall be exercised by the CONTRACTOR at all times for the protection of persons (including employees) and property. The CONTRACTOR shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated thereunder.

34. PUBLIC SAFETY AND TRAFFIC CONTROL

Every attempt shall be made to provide public safety during the construction of the project. Traffic control shall be performed in accordance with Section 2650, Traffic Control, of the Technical Specifications, and in accordance with City of Bisbee and ADOT requirements.

During all construction operations, the CONTRACTOR shall construct and maintain such facilities as may be required to provide access for all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding two (2) hours, unless the CONTRACTOR has made a special arrangement with the affected persons. It shall be the CONTRACTOR's responsibility to notify all adjacent property owners of the construction activity and the schedule of such activities.

The CONTRACTOR shall submit for approval a traffic control and barricade plan to the OWNER and ADOT within ten (10) days of receipt of Notification of Award of Contract. There shall be no deviations from the approved barricade plan unless a revised barricade plan is submitted and approved.

Upon commencement of construction activities, construction zone traffic control devices shall be posted, placed, installed and maintained by the CONTRACTOR until such time as the work is completed, accepted by the City and/or as directed by the ENGINEER. All warning signs, barricades, pavement striping and marking(s) and similar devices shall be in strict accordance with the requirements of the

"Manual of Uniform Traffic Control Devices" (MUTCD), latest edition, project plans and the contract documents. A copy of the approved/accepted traffic control plan and any approved/accepted revisions/amendments thereto, shall be kept on the job site during construction.

Businesses must be notified forty-eight (48) hours prior to any restrictions on normal parking areas used by their employees or patrons.

The CONTRACTOR shall contact, cooperate with and give notice of road closures in compliance with the Traffic Control Plan and as required by OWNER and ADOT.

In addition, the CONTRACTOR is responsible to answer and resolve any conflicts that may arise between a property or business owner and himself during the construction process.

The CONTRACTOR shall contact, cooperate with, and give forty-eight (48) hour notice to each resident, homeowner, business or school that will be affected by any part of the construction process, particularly concerning temporary interruptions to vehicular access.

Written notice of the approximate schedule and explanation of work shall be given to each resident, homeowner, business or school at least five (5) days prior to commencement of work in the area. Verbal door-to-door communication shall be made at least twenty-four (24) hours prior to construction to remind all affected parties of the construction to take place.

The OWNER shall receive a copy of all notifications to residents. In the event of complaints by residents, the OWNER may require the CONTRACTOR to provide documentation (i.e. check list) showing the date & time of the verbal door-to-door communication.

In addition, the CONTRACTOR is responsible to answer and resolve any conflicts that may arise between a homeowner or business owner and himself during the construction process.

All street closures shall be in compliance with City and ADOT requirements and Part IV of the Manual on Uniform Traffic Control Devices (MUTCD). Any traffic control devices used during nighttime hours shall have functioning flashing lights.

The CONTRACTOR shall provide and station competent flaggers whose sole purpose shall be to direct the movement of public traffic through or around the work. Proper advanced warning signs shall be in place when flaggers are working and removed when work requiring flaggers is completed. Flaggers must be used to assist trucks for safe ingress and egress whenever truck movements may interfere with safe passage through the work zone.

All traffic control devices that are not in use or will not be used for a period greater than 72 hours or that are determined by the ENGINEER, the OWNER, or ADOT to be unnecessary, confusing, or causing an unsafe condition, shall be removed by the CONTRACTOR from the public right-of-way immediately upon notification by the ENGINEER, the OWNER, or ADOT.

Every attempt shall be made to provide public safety during the construction of the project. Traffic control shall be performed in accordance with Section 2650, Traffic Control, of the Technical Specifications. In addition, no work will be scheduled which will interrupt regular trash pickup to either

residential or commercial properties. It will be the CONTRACTOR's responsibility to coordinate his activities with the local trash haulers.

No streets, avenues, boulevards or cul-de-sacs will be closed to traffic at any time unless the CONTRACTOR makes a written request to the ENGINEER and approval is granted by the OWNER and/or ADOT. All street closures shall be in compliance with City requirements, ADOT requirements, and Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).

Where construction requires the removal of pavement crossing a collector street, the pavement will be patched with hot mix or cold mix asphaltic concrete with-in two calendar days.

35. TEMPORARY FACILITIES ON SITE

A. General

Except as otherwise provided, the OWNER shall bear no costs of temporary facilities or their removal.

B. Temporary Utility Services

The CONTRACTOR shall provide temporary electric power as necessary for the execution of the Work, including that required by all SUBCONTRACTORS. He shall make the necessary arrangements with OWNER, shall bear all costs for these temporary services and shall furnish and install all necessary transformers, metering facilities and distribution centers from branch circuits as he may require.

The CONTRACTOR shall provide lighting and outlets in temporary structures throughout the project as may be required for safety, proper performance and inspection of the Work. If operations are performed during hours of darkness, or if natural lighting is deemed insufficient by OWNER, the CONTRACTOR shall provide adequate floodlights, clusters and spot illumination. The use of permanently installed lighting fixtures, lamps and tubes for work will not be permitted except by special permission of OWNER. The CONTRACTOR shall make arrangements with SUBCONTRACTORS for electrical services and lighting as may be necessary in the performance of their work.

Temporary water service lines, if required, shall be installed and removed by the CONTRACTOR, who shall pay all charges for making the connections, running the temporary lines, removing the temporary lines at the completion of the Work and disconnecting the services. All relocations required to clear the work of others shall be performed by the CONTRACTOR when requested by the OWNER.

C. Temporary Structures

Prior to starting Work, the CONTRACTOR shall, as directed by OWNER, provide and maintain suitable temporary office facilities for the duration of the Project as required for the CONTRACTOR's project administration; and all necessary sheds and facilities for the proper storage of tools, materials and equipment employed in the performance of the Work.

D. Toilet Facilities

The CONTRACTOR shall provide and maintain temporary toilet facilities for the duration of operations, which shall be maintained in a clean and sanitary condition acceptable to OWNER and in full compliance with applicable regulations of any public authority.

E. Telephones

The CONTRACTOR shall provide, maintain and pay for telephone services for the duration of the Work as required for the CONTRACTOR's operation.

F. Fence and Barricades

The CONTRACTOR shall provide such protective fences and barricades as he may deem necessary for public safety and to protect his storage areas and the Work in place. The location and appearance of all fences shall be subject to the approval of the OWNER.

G. CONTRACTOR Parking

The CONTRACTOR shall not park his equipment, nor allow his personnel to park, in any area except those specifically designated by the OWNER.

H. Temporary Living Quarters

Temporary living quarters shall not be allowed on the job site or on publicly owned properties. In addition, all Bisbee Zoning Codes for the area in question shall be strictly adhered to.

I. Removal of Temporary Construction

The CONTRACTOR shall remove temporary office facilities, toilets, storage sheds and other temporary construction from the site as soon as, in OWNER's opinion, the progress of Work permits. He shall recondition and restore those portions of the site occupied by the same to a condition equal to or better than it was prior to construction.

36. ACCESS TO WASHES

- A. Unless otherwise mentioned herein, the CONTRACTOR must obtain written permission from the OWNER prior to gaining access or utilizing washes or City parcels for any purpose. Request for access to washes and City parcels will be reviewed on a case by case basis. The CONTRACTOR shall have access to washes and City parcels via public streets and/or private easements only. For the purposes of this paragraph, "private easement" means an agreement by and between the CONTRACTOR and a property owner, in writing, authorizing the CONTRACTOR to travel across the property owner's real property in order to have ingress or egress to washes, parcels or any portion thereof. Such agreements, if any, shall be filed with the Office of the Public Works Director before the CONTRACTOR may exercise the rights thereunder granted. Access to any wash, parcels, or portion thereof by any means not in compliance with the terms of this paragraph shall be deemed a trespass and a breach of the terms of the agreement.

- B. CONTRACTOR may not use private property for screening operations and shall not use any private property for storage or staging without a written agreement by and between the CONTRACTOR and property owner authorizing the CONTRACTOR to use the said private property for storing and/or staging of materials and equipment. A copy of this written agreement must also be given to the ENGINEER. CONTRACTOR will not be allowed to pile dirt, concrete, asphalt or any other debris on these lots, unless the property owner has a proper grading permit posted on the lot
- C. Violations of the provisions of subparagraph (A) or (B) hereof, shall entitle the City to deduct the sum of One Thousand Dollars (\$1,000) from the monies due to CONTRACTOR for each such violation. For the purposes of this paragraph, each entry by a vehicle upon land for which CONTRACTOR has not received permission to enter shall be deemed a separate violation of subparagraph (a.) hereof.

37. COORDINATION AND COOPERATION WITH UTILITY COMPANIES AND OTHER TRADES

A. Coordination/Interruption

The CONTRACTOR is responsible to coordinate work with all utility companies and other trades, on or affecting the job, for an efficient and effective execution of the complete project. The CONTRACTOR shall carefully examine all work that may conflict, and plan removal and/or installation details in advance of the construction to avoid any such conflict. Failure on the CONTRACTOR's part to coordinate with any and all utilities, public or private, shall preclude the City's consideration for additional time or cost.

B. Permission Required

Utility mains and utility service to buildings shall not be cut off or otherwise interrupted without the CONTRACTOR obtaining permission from the OWNER in each and every instance.

C. Scheduling of Interruptions

Where utilities serve facilities or buildings in use, interruptions in service shall be scheduled during the hours when the facility is not in operation. Any overtime costs occasioned thereby shall be regarded as incidental to, and included within, the Contract Sum.

D. General Requirements

Prior to interrupting any utility service, the CONTRACTOR shall ascertain that he has the proper materials, together with adequate workmen and equipment, to complete the Work with a minimum of delay.

E. New Water, Electric, and Telephone Service

CONTRACTOR shall coordinate with the water utility, electric utility, and the City's cell service provider for the provision of the new water, electric, and cell service for the lift station site,

including making the new service applications. The City will provide billing address information for the applications.

38. REVIEW OF PROJECT SITE

The CONTRACTOR shall be responsible for reviewing the entire extent of the proposed project, and assuring a full understanding of the street configurations in Bisbee, i.e., hills, curves, street widths, shoulder width and/or condition, major intersections, school locations, business areas, traffic patterns, traffic volumes, etc. No allowances will be made after bidding for conditions at the site, and the CONTRACTOR shall be responsible for furnishing all labor and materials necessary to carry out the provisions of the CONTRACT. All payment shall be based on using the CONTRACTORS listed cost for specific bid items. All items not specifically noted, but necessary to the PROJECT shall be considered incidental.

39. STAGING AREA

The CONTRACTOR shall be responsible for obtaining the rights to use a commercially zoned property as a staging area where screening and crushing operations will occur. Written agreement(s) with the property owner(s) must be submitted prior to taking occupancy of the site. The CONTRACTOR shall be responsible for obtaining all necessary permits pertaining to the use of the site.

40. TEMPORARY DISPOSAL SITES

It is the CONTRACTOR's responsibility to request permission from the OWNER before utilizing any City properties, wash parcels, City rights-of-way, or City storage facilities for the purpose of temporarily disposing of surplus chips which have been removed from the street surface. Request for temporary storage will be reviewed on a case by case basis. At the conclusion of the project, all temporary storage sites shall be cleaned to the ENGINEER's satisfaction.

41. REMOVAL OF EXISTING IMPROVEMENTS

The CONTRACTOR will be responsible for the removal and disposal of all existing improvements within the construction limits necessary to construct the PROJECT. This will include any existing asphalt pavement, curbs, sidewalks, driveways and any buried items within the wash right-of-ways that would interfere with the installation of the PROJECT such as: buried concrete pieces, buried asphalt pieces, concrete cutoff walls, slope paving, debris, etc. No tunneling under sidewalks, driveways, curbs or other concrete slabs to install sewer lateral or water service pipe will be allowed.

The CONTRACTOR shall dispose of all materials in accordance with local, state and federal regulations. The CONTRACTOR shall be responsible for all costs associated with the disposal of excess or disposed of materials, including all tipping fees at landfills, transportation costs, etc.

42. SIDEWALK, DRIVEWAYS, CONCRETE SLAB REMOVAL AND REPLACEMENT

The PROJECT may require the removal and replacement of existing sidewalks, driveways and/or concrete slabs for the installation of the sewers, laterals and appurtenances. When a section of concrete is removed, it shall be sawcut at an existing joint where a full panel shall be removed and replaced. Sidewalk, driveways and concrete slabs shall be replaced in accordance with City standards for public

works improvements and match pre-construction conditions. No tunneling under sidewalks, driveways, curbs or other concrete slabs to install sewer lateral or water service pipe will be allowed.

43. VERTICAL CURB AND/OR CURB AND GUTTER REMOVAL AND REPLACEMENTS

The PROJECT may require the removal and replacement of existing vertical curb and/or curb and gutter for the installation of the sewers. When a section of vertical curb and/or curb and gutter is removed it shall be sawcut at an existing joint where a full section of vertical curb and/or curb and gutter shall be removed and replaced. Vertical curb and/or curb and gutter shall be replaced in accordance with Bisbee standards for public works improvements.

44. EXCESS EXCAVATED MATERIAL

Excess excavated material (waste material) shall be disposed of at locations to be determined by the CONTRACTOR and approved by the City. All waste area sites shall be graded to drain and compacted in accordance with local codes and ordinances.

45. POTHOLE EXISTING UTILITIES

Prior to construction of the force main and appurtenances, the CONTRACTOR shall pothole all crossings of existing utilities to determine that the existing utility is not in conflict with the proposed improvements. If a conflict arises, the CONTRACTOR shall notify the ENGINEER and the ENGINEER will recommend a course of action. CONTRACTOR is required to pot-hole all water service lines to verify the pipe material type and elevation prior to removal of any concrete.

46. WATER AND SEWER SEPARATION/PROTECTION

Potential areas where water and sewer separation/protection measures are likely to be encountered are indicated by call-out stating "Extra Protection Required" or by a "2' minimum" dimension. It is the responsibility of the CONTRACTOR to assure that water and sewer lines are installed at the regulated separation or extra protection measures are utilized in accordance with Arizona Water Company Specifications. The use of ductile iron pipe (DIP) may be required for the sewer line in these locations. A copy of these specifications are attached to the Technical Specifications for reference (See Appendix C). Notwithstanding requirements in the plans and specifications, the CONTRACTOR is responsible for complying with sewer-water separation requirements in Arizona Administrative Code (A.A.C.) R18-5-502.

47. SEWER, MANHOLE AND SERVICE LATERAL CONSTRUCTION

The construction of the PROJECT will require installation of sewers and service lateral lines in established neighborhoods. For the safety of the general public, the CONTRACTOR is required to completely backfill and compact the trench, or provide steel plate cover, at the end of each workday. Manhole installation shall be completed and structure completely backfilled and compacted prior to the CONTRACTOR leaving for the day. All costs associated with the payment of overtime to satisfy the requirements of this provision shall be included in the bid item in the proposal for manholes, sewer and lateral work.

When installing sewer, manholes and/or service laterals where water mains are near or exposed to the

Work, the CONTRACTOR shall isolate the water main by notifying the Water Utility at least 48 hours prior and having the Water Utility close one valve nearest the Work area and locating another valve opposite the work area from the closed valve prior to beginning the installation. The CONTRACTOR shall use any and all measures necessary to ensure the water main is protected from damage during the installation process. All closed valves shall be returned to the open position by the CONTRACTOR after completing the installation.

48. FORCE MAIN CONSTRUCTION

The construction of the PROJECT will require installation of the force mains in existing roadways and roadway right-of-way. For the safety of the general public, the CONTRACTOR is required to completely backfill and compact the trench or provide steel plate cover, within existing roadways, at the end of each workday. All costs associated with the payment of overtime to satisfy the requirements of this provision shall be included in the bid item in the PROPOSAL for PVC Force Main Construction.

49. CESSPOOL/SEPTIC TANK CLOSURE

The PROJECT requires that existing house service lines be connected to the new or existing sewers within the PROJECT area. All existing cesspools/septic tank and leach systems are to be opened, cleaned and removed from service in accordance with the CONTRACT DOCUMENTS and Arizona Department of Environmental Quality standards. The cesspool/septic tank shall be cleaned and abandoned and the excavation shall be backfilled and the lateral shall be connected by the end of the workday. The existing cesspool/septic tanks contents and water used for cleaning of the cesspool/septic tanks shall be hauled to and disposed of at an approved facility or landfill near Bisbee. Notwithstanding requirements in the plans and specifications, the CONTRACTOR is responsible for complying with closure requirements in Arizona Administrative Code (A.A.C.) R18-9-A309.D. Once cleaning is complete CONTRACTOR shall contact Mr. Carlos Diaz, Environmental Health Specialist II, with Cochise County Health Department for review and approval of clean up and abandonment process.

Some of the existing septic tanks are not readily accessible. Slabs may have been constructed over the tanks, or mobile homes may have been parked over the tank. In these cases, the tank must be pumped out through the inspection ports (when accessible), or pumped through a hole made in the top of the tank. In some cases, this may require cutting the hole in the top of the tank inside of an occupied home. Holes that must be cut indoors shall be made by coring the concrete with a 6" diameter diamond bit. All other holes must be cut with a saw, coring bit, or some other implement that leaves a clean, neat edge on the hole.

All tanks must be filled with inert material to prevent future collapse of the tank. This is necessary to meet the requirements of the statute cited in the previous section. In the event that the septic tanks cannot be filled with earth due to the location inside a home or other considerations, the tanks will be abandoned by filling them with concrete slurry. The tank must be pumped, disinfected, and rinsed as required and then filled with concrete slurry. The access hole must also be filled with concrete to seal the tank. Access holes shall be filled to the top of any adjoining slab or floor. Exposed, fresh concrete shall receive a steel trowel finish.

50. BACKWATER VALVE INSTALLATION

Backwater valves and inline clean outs shall be installed as called for in the plans and tested per the International Plumbing Code. Prior to beginning work CONTRACTOR is to provide photographs as

indicated in the specifications. CONTRACTOR is to notify the property owner of the planned installation, no less than 48 hours prior to initializing work. The backwater valves shall be installed at the locations called out on the plans. CONTRACTOR shall install 4" PVC Extendable Backwater valve per manufacturer's recommendations, and the detail (Detail 6, DT03) on the plans. CONTRACTOR shall submit technical documents per Specification 1330.

51. SEWER DISCONNECT VALVE INSTALLATION

The CONTRACTOR shall supply one 4" sewer disconnect valve with cap for each HCS installed. The sewer disconnect valves shall be installed within the City right of way per the plans. CONTRACTOR shall install 4" PVC Sewer Disconnect Backwater valve per manufacturer's recommendations. The disconnect valve shall be installed with concrete collar, frame, cover, gravel, and concrete base, per the inline cleanout detail (Detail 3, Sheet DT03) on the plans. CONTRACTOR shall supply the City with five (5) Sewer Disconnect Valve Plungers for every disconnect valve prior to the end of the project. Valve and plungers shall be Spears or engineer approved equal. CONTRACTOR shall submit technical documents per Specification 1330.

52. PLOT PLANS AND WORK ON PRIVATE PROPERTY

To supplement the AMEC sewer plans, individual 20-scale Plot Plans for each lot have been prepared and are incorporated into the Contract Documents. These Plot Plans provide the best available information about the location of septic systems and cesspools to be abandoned, probable location for HCS connection, and known items of potential conflict for HCS construction and connection to each building. These Plot Plans are provided for informational purposes to assist the CONTRACTOR in bidding and construction, and it is the CONTRACTOR's responsibility to verify the accuracy of the information on the Plot Plans prior to bidding. ENGINEER makes no guarantees regarding the accuracy or completeness of the information thereon. The information on the Plot Plans notwithstanding, the CONTRACTOR shall provide all labor, equipment, and materials to provide a complete project per the intent of the plans, including but not limited to permanent gravity sewer service provided to each lot and building in accordance with the plans and specifications, and each existing septic tank or cesspool properly abandoned in accordance with the plans and specifications.

The extension of the HCS from the property line will be across private property. The CONTRACTOR shall coordinate with each homeowner prior to starting work on the property, and obtain the homeowner's concurrence regarding the proposed route of the HCS installation and the scope of the work to be performed on the private property. To assist the CONTRACTOR, an example HCS Routing Agreement between homeowner and CONTRACTOR is included with the Plot Plans. The CONTRACTOR shall use this form or similar to document the agreement regarding the work to be performed. The CONTRACTOR shall be responsible for restoring private property to the same condition as it was before construction. This shall include, but is not limited to, saw cutting, removing and replacing existing concrete or asphalt, removing and replacing fencing, tunneling under existing fencing or walls, repairing and replacing irrigation systems, replacing existing landscaping improvements, and repairing or replacing other obstructions.

The CONTRACTOR shall NOT be responsible for moving portable personal items out of the way of the path required for construction. The property owner shall remove all portable items from the construction path as directed by the CONTRACTOR. Portable items shall include, but not be limited to: any item not

permanently affixed to a foundation; any item not buried below ground; vehicles (functioning or not), lawn furniture; piles of debris or construction materials; major appliances; furniture; or other items not fixed in place. Failure by the property owner to move portable objects may be grounds for excluding them from participation in the project. Disputes shall be settled by the ENGINEER.

The CONTRACTOR shall NOT be responsible for working under the home. If re-plumbing of the home is required to make the connection to the HCS, the homeowner shall be responsible for performing the work under the home. For the purpose of this contract "under the home" shall be interpreted as any point closer to the home than 2 feet from the outer wall of the home. The CONTRACTOR shall be required to make a connection to any pipe within 2 feet from the outer wall at no additional charge.

Payment for HCS's and connections to homes shall be made at the unit prices as provided on the bid schedule and shall be compensation in full for labor, materials, equipment, maintenance, furnishing and installing pipe and fittings complete in place, including all cost of excavation, trench shoring and bracing, bedding, shading, backfilling, compaction, maintenance of traffic, construction water, and any incidentals thereto, in order to complete the work in accordance with the Construction Drawings and Specifications for this project.

The CONTRACTOR's responsibilities under this item also include the restoration of private property and any other work indicated on the plot plans. **No additional payment will be made for performing the types of work and supplying the types of materials described in this Section, regardless of the lack of documentation of such work on the Plot Plans.**

53. DOCUMENTATION PRIOR TO WORK ON PRIVATE PROPERTY

The CONTRACTOR shall coordinate with each homeowner prior to starting work on the property and obtain the homeowner's concurrence regarding the proposed route of the HCS installation and the scope of the work to be performed on the private property. Preconstruction photographs and/or videos are required to provide a record of the existing condition of the property. The CONTRACTOR shall obtain property photographs and/or videos for each and every property and provide a copy to the ENGINEER. No work shall begin on any property until the CONTRACTOR is notified that the photographs and/or videos are acceptable. Upon completion of the WORK these photographs and/or videos will be used to substantiate that the property has been returned to its original condition.

54. ARIZONA WATER COMPANY SPECIFICATIONS

A copy of the Arizona Water Company Specifications is included as Appendix C of these technical specifications for reference only. All waterline relocation work completed by the CONTRACTOR for this project shall be coordinated with Arizona Water Company, and shall comply with Arizona Water Company Specifications.

55. CUSTOMER NOTIFICATION OF WATER SYSTEM OUTAGES

The CONTRACTOR shall be responsible for providing written notices in both English and Spanish to all affected property owners a minimum of 48 hours prior to any disruption of water service as a result of this project. The proposed form of written notices shall be submitted to the City of Bisbee and Arizona Water Company for approval. Any water system construction or outages shall be coordinated with Arizona Water Company.

56. WATER MAIN (TEMPORARY AND PERMANENT) TESTING

All testing laboratory fees, as required by the Arizona Department of Environmental Quality, and required permits shall be the responsibility of and completed by the CONTRACTOR, under the review of the ENGINEER. All valves, services, and water main shall be tested per the requirements of the Arizona Department of Environmental Quality and as noted on the plans.

57. EMPLOYEE CONDUCT

Employees of CONTRACTORS and their SUBCONTRACTORS should give extra care to protect our citizens from offensive language or any form of inappropriate dress or behavior. Employees are expected to conduct themselves in a professional manor at all times and will be polite and considerate in any and all personal interactions with citizens. Be advised that the OWNER will swiftly investigate all complaints by citizens regarding any offensive conduct

The OWNER reserves the right without any assumption of liability to immediately demand removal of any person or persons from the job site that exhibits inappropriate behavior or dress unacceptable to the OWNER. Any person removed from the job site shall be prohibited from further involvement with the project in any way, shape or form.

58. NOISE, DUST AND OTHER IRRITANTS

Most reasonable people expect and will tolerate the temporary inconveniences of a public works construction project. To minimize noise impacts, the CONTRACTOR shall ensure all mufflers and other noise-attenuating devices are installed and functioning properly. Effective dust-control measures shall be used and all air and water hoses shall be leak-free to eliminate noise and property damage from unwanted runoff. All vehicles not essential to the work at hand must be parked out of the immediate neighborhood, preferably at approved staging areas off the street.

59. STREET RESTRICTION NOTICE

If the CONTRACT includes temporary street closures or major impacts to normal traffic flows, the CONTRACTOR is required to submit a traffic control plan in accordance with Section 2650 for the City's approval at least two weeks prior to the proposed activity.

All street closure information will be made available to the public by means of a final press release which will be prepared and distributed to the local media by the OWNER. A draft press release shall be prepared by the CONTRACTOR using Microsoft Word and contain the following information:

- DATE for release to the public
- WHAT activity is going to occur
- WHO it will affect
- WHERE it will take place
- WHEN it will happen
- WHEN it will be over
- WHY it is necessary
- HOW citizens can avoid inconvenience

- WHO people can call for answers

If the CONTRACTOR does not specify temporary street closures or major impacts to normal traffic flows, and the CONTRACTOR, for his own purposes, proposes temporary street closures or major impacts to normal traffic flow, the CONTRACTOR shall provide all of the information specified above and provide any and all monetary and time benefits to the City for consideration in approving the CONTRACTOR's request.

60. LOCAL REPRESENTATIVE

In the event the CONTRACTOR demobilizes his forces prior to final acceptance, the CONTRACTOR shall immediately provide the city with contact information for a local representative to provide emergency services until final acceptance is obtained and the provisions of the GUARANTEE are in effect. The local representative shall be capable of providing emergency services to repair or replace defective materials or workmanship arising from the CONTRACTOR's work 24 hours per day, 7 days a week. The CONTRACTOR shall provide the OWNER with the following information regarding his selected representative:

- Name of Representative
- Local Address of Representative
- Local Phone Number of Representative
- Name of Backup Emergency Contact

In the event of failure to comply with the above mentioned conditions, the OWNER may, at his own discretion, proceed to provide emergency services for any event arising from a defect in workmanship or materials. The cost of said services shall be the responsibility of the CONTRACTOR and may be deducted by the OWNER from any monies due the CONTRACTOR.

61. REMOVAL OF ASBESTOS CEMENT PIPE (ACP)

Remove and dispose of existing asbestos cement pipe in accordance with all federal, state, and local laws and requirements. Asbestos cement pipe shall be removed from the site and disposed in a landfill approved to receive such material. Caution shall be taken when working with the asbestos cement pipe. CONTRACTOR shall comply with all applicable laws and regulations, including the Clean Air Act NESHAP and OSHA regulations when handling asbestos containing materials, including but is not limited to; cutting, moving, removing, and properly disposing of asbestos containing material.

62. CONSTRUCTION SIGN

The CONTRACTOR shall provide a temporary construction sign per the plans. Detail provided shall be revised to add the Resident Project Representative, WestLand Resources, Inc.

63. BID SCHEDULE AND INCIDENTAL ITEMS

Items of work not specifically included in the measurements and payment section of the specifications or called out on the Bid Schedule shall be considered incidental to the other bid items and shall not be paid for separately.

64. ROCK EXCAVATION, REMOVAL, DISPOSAL, AND IMPORT

The CONTRACTOR's Bid Items for sewer installation shall include any encountered and/or necessary rock excavation. Per the geotechnical report, rock was identified at depths below 2 to 3 feet in Tintown. Additionally, potholing performed by the City of Bisbee in three locations identified rock at varying depths below the surface as follows:

- North end of Arvizu Street near location of MH A5-01, approximately 1 foot below surface
- East end of Teran Street near location of MH A02-02, approximately 3 feet below surface
- Lift station site, approximately 6 feet below surface.

For informational purposes ONLY, AMEC calculated approximate lengths for sections of sewer at various depths as follows. This information notwithstanding, the CONTRACTOR is responsible for calculating their own quantities for the project, and all rock excavation shall be included in the appropriate bid items.

- 8" Gravity Sewer, Approximate 2' to 4' Range – 166 lineal feet (lf)
- 8" Gravity Sewer, Approximate 4' to 7' Range – 1,050 lf
- 8" Gravity Sewer, Approximate 7' to 10' Range – 666 lf
- 8" Gravity Sewer, Approximate > 10' Range – 6 lf
- 6" Gravity Sewer, Approximate 4' Range – 70 lf

The CONTRACTOR shall account for the geotechnical conditions at the project site as a part of the bid items for the Tintown wastewater system project installation, including but not limited to all costs for rock excavation and associated equipment, labor, and materials, costs for removal and disposal of unusable excavated materials, and costs for properly preparing or importing trench backfill materials per plans and specifications. No additional consideration shall be provided by the OWNER for rock excavation or geotechnical conditions under any circumstance, and requests for adjustment of Contract Price or Contract Times or claims of Differing Subsurface or Physical Conditions associated with geotechnical conditions on the project will not be considered.

65. SEWER LIFT STATION EQUIPMENT AND MATERIALS

The sewer lift station and appurtenances as shown on the plans are designed based on the following equipment and materials specifications (shop drawings required):

- Lift Station and Piping: Myers Duplex Grinder Pump Package with remote mounted control panel and valve box, or ENGINEER approved equal.
- Pump Model: Myers WG30-21-25, or ENGINEER approved equal.
- Sewage Air Release Valve: Not provided. Replace with 3" tee with 3" plug valve and quick disconnect fitting.
- Wet Well/Valve Vault: AK Industries 60" diameter FRP wet well and valve box, or ENGINEER approved equal.
- Wet Well Access Hatch: AK Industries Aluminum hinged cover, Model LB-A60HDC, or ENGINEER approved equal.
- Valve Vault Access Hatch: AK Industries Aluminum hinged cover, Model LB-A60VBC, or ENGINEER approved equal.

- Portable Davit Crane: Therin Model 5124, with 2000-lb lifting capacity, or ENGINEER approved equal.
- Duplex Rail System: Shall be manufactured of 316 Stainless steel. Rail system shall be provided by pump supplier.
- Check Valves: DeZurik Series 100 Model 103, ductile iron with interior epoxy coating, or ENGINEER approved equal.
- Plug Valves: DeZurik Model PEF 100% port eccentric plug valve, cast iron with interior epoxy coating, or ENGINEER approved equal.
- Wet Well Piping/Fitting Material: Schedule 80 PVC or 316 SS
- Valve Box Piping/Fitting Material: Schedule 80 PVC
- Pump Guide Rails and Bracket Material: Type 316 Stainless Steel
- Wet Well and Valve Vault Penetrations (Bulkhead Fittings): Per manufacturer's recommendations. All fittings for pipe and conduit penetrations shall be provided by the wet well supplier.
- Yard Hydrant: Iowa Model Y1, or ENGINEER approved equal.

In addition to the equipment and materials specified, the lift station equipment, materials, and construction shall comply with the following requirements:

- ALL metal within the wet well shall be Type 316 stainless steel.
- A minimum of 2 permanent pipe supports per pump manifold (4 total) shall be provided within the valve vault.
- A 3" tee with 3" plug valve and quick disconnect connection shall be installed on the common pump discharge manifold piping in place of the 2" air release valve shown on the plans.
- The subgrade below the wet well and valve vault shall be prepared per the manufacturer's recommendations. For anti-flotation, a minimum of 4 cubic yards of concrete shall be provided around the wet well basin, ABOVE the bottom flange. The minimum width of the concrete anti-flotation collar around the wet well shall be 1 foot from the basin wall. In addition, the Contractor shall use concrete slurry to backfill any gap under the valve vault section once the wet well and valve vault are installed.
- The access hatches for the wet well and valve vault shall be manufactured from aluminum.
- All lift station components (pumps, control panel, base elbows, guide rails and brackets, lifting chains, valves, piping, fittings, flanges, floats, basin, bulkhead fittings, etc.) shall be supplied by a single vendor.
- Lift station vent shall be equipped with a granular activated carbon filter with changeable filter media.
- All exposed PVC shall be coated for UV resistance.
- Float settings shall be modified from the drawing to initiate the high level alarm when the lag pump operates. Both floats shall activate at an elevation of 5105.00'.
- Separate junction boxes shall be installed outside of wet well for all control and power cables exiting the wet well, to provide an "air gap" in the electrical and control systems. The junction box shall be installed a minimum of 1'-6" above the ground surface. All conduit installed between the junction box and the wet well shall be sufficiently sized to allow for ease of pulling during maintenance operations. Pump power cable shall be continuous, no splices, from pump to junction box.

- 8" gravity sewer inlet inside wet well shall be equipped with 8" tee, openings facing top and bottom.
- The 3" force main shall be constructed with a positive grade from the lift station valve vault to the discharge manhole per the plans, with no high points.

66. BUSINESS LICENSE

To perform the work required for this project, the CONTRACTOR must pay for and obtain a valid City of Bisbee business license.

67. TECHNICAL SPECIFICATION SECTION 01210 MEASUREMENT AND PAYMENT

The following table provides the bid items and the location of the section discussing Measurement and Payment in the AMEC Technical Specifications Section 01210. Where no item number is provided, the Measurement and Payment shall be as provided in this section. It should be noted that Section 01210 indicates that the bid will be divided into a Base Bid and two Bid Alternates. The breakdown of the project shown in Section 01210 shall not apply, and the project to be constructed by the CONTRACTOR shall include all items as indicated on the Bid Form, Section 300, and as described in these project documents. All references to ranges of depths of sewer line installation shall be removed from the Measurement and Payment Section.

6" Sanitary Sewer Cleanout – The Contract Unit Price per Each for this item shall constitute full compensation for furnishing all materials, labor, equipment and tools for the complete installation of a 6" PVC cleanout. This item includes all excavation, backfill, compaction, fittings, 6" riser pipe, metal cap and concrete pad. This item also includes all work and materials necessary to complete the work in accordance with the Plans and Specifications. Payment of this item shall be per each new cleanout installed.

Electrical and Controls - The Contract Lump Sum Price for this item shall constitute full compensation for furnishing all materials, labor, equipment and tools for the complete construction of all electrical and controls per the Plans and Specifications. This item also includes all work and materials necessary to complete the work in accordance with the Plans and Specifications.

4" Sewer Disconnect Valve – The Contract Unit Price per Each for this item shall constitute full compensation for furnishing all materials, labor, equipment and tools for the complete installation of a 4" sewer disconnect valve per the Plans and Specifications. This item includes all excavation, backfill, compaction, fittings, 4" riser pipe, metal cap, concrete, and all appurtenances. This item also includes all work and materials necessary to complete the work in accordance with the Plans and Specifications. Payment of this item shall be per each new sewer disconnect valve installed.

Bid Items

Item No.	Item Description	Measurement and Payment Section 01210
1.	Construction Staking	2.2.1
2.	Traffic Control	2.2.2

Item No.	Item Description	Measurement and Payment Section 01210
3.	8" PVC (SDR-35) Gravity Sewer (Within Tintown)	2.2.3-7
4.	8" DIP Gravity Sewer (Within Tintown)	2.2.37
5.	6" PVC (SDR-35) Gravity Sewer (Within Tintown)	2.2.8
6.	4" PVC (SDR-35) Gravity Sewer HCS (Within Tintown)	2.2.9
7.	3" PVC (SDR-35) Force Main	2.2.10
8.	6" Sanitary Sewer Cleanout	See above
9.	4" Sanitary Sewer Cleanout	2.2.11
10.	48" Diameter Manhole – Coated (within Tintown)	2.2.12
11.	48" Diameter Manhole – Uncoated (within Tintown)	2.2.13
12.	Outside Drop Manhole Structure (within Tintown)	2.2.14
13.	Watertight Manhole Lids (within Tintown)	2.2.15
14.	Directional Drilling under Highway 92 (6" HDPE Casing)	2.2.24
15.	Connect Force Main to Gravity Main/Manhole (Tintown Tie-in)	2.2.19
16.	Packaged Lift Station – Complete (Connected to Power Grid)	2.2.16
17.	Generator and Automatic Transfer Switch	2.2.17
18.	5-kW Solar Photovoltaic On-Grid System	2.2.18
19.	Electrical and Controls	See above
20.	Site Grading and Decomposed Granite Installation	2.2.27
21.	Chain Link Fence and Gate	2.2.28
22.	Portable Davit Crane	2.2.29
23.	Cesspool/Septic Tank Closure	2.2.20
24.	Cesspool/Septic Tank Closure (with concrete fill)	2.2.20
25.	Yard Restoration – Full	2.2.21
26.	Backwater Valves with Valve Boxes	2.2.22
27.	House Connection	2.2.23

Item No.	Item Description	Measurement and Payment Section 01210
28.	Sewer Disconnect Valve	See above
29.	Chip Seal Coating for Storm Water Stabilization	2.2.26
30.	Allowance – Existing Utility Relocations	2.2.25
31.	Allowance – Vibratory Monitoring	2.2.30
32.	8" PVC (SDR-35) Gravity Sewer (Downstream of Tintown Tie-in)	2.2.33-36
33.	8" DIP Gravity Sewer Pipe (Downstream of Tintown Tie-in)	2.2.37
34.	48" Diameter Manhole – Coated (Downstream of Tintown Tie-in)	2.2.38
35.	48" Diameter Manhole – Uncoated (Downstream of Tintown Tie-in)	2.2.39
36.	Outside Drop Manhole Structure (Downstream of Tintown Tie-in)	2.2.40
37.	Watertight Manhole Lids (Downstream of Tintown Tie-in)	2.2.41
38.	Tie-in to Existing Line (Downstream of Tintown Tie-in)	2.2.42
39.	Remove and Dispose of Existing 6" AC Pipe and Manholes	2.2.43
40.	Pavement Replacement	2.2.44
41.	Jack & Bore under Highway 92 (16" Steel Casing)	2.2.45

68. PROPERTY CHANGE AGREEMENT FORM

In the event a homeowner requests a change, extra effort, or repair not required per the contract and the CONTRACTOR agrees to the effort the Change Agreement Form (see page 00810-31) must be completed to account for the effort. If the CONTRACTOR chooses to pay the property owner in lieu of making a repair, the Change Agreement Form must also be completed. Any work agreed to between the property owner and the CONTRACTOR shall be completed at no additional cost to the OWNER.

69. CONSTRUCTION NOTICE FOR WORK ON PRIVATE PROPERTY

Prior to work on private property, as part of this contract, the CONTRACTOR is required to provide a minimum of 48 hours' notice to each occupant. A sample door-hanger is attached as an example (see page 00810-32).

REQUEST FOR PROPERTY OWNER CHANGE AGREEMENT

The CONTRACTOR is bound to operate in accordance with the conditions of the contract which require a complete restoration of your property based on pre-construction photos taken by the CONTRACTOR prior to the commencement of work. The contract requires all property owners to sign off on any changes to the residence or yard areas which differ from the photos on file with the City of Bisbee Public Works Department.

The checklist below may not be all-inclusive but is offered as a guide to assist your efforts to prepare a change request that is complete.

PROPERTY/HOMEOWNER NAME: _____

ADDRESS: _____

SITE ADDRESS IF DIFFERENT: _____

PHONE NUMBERS: _____

E-MAIL ADDRESS: _____

LOT # (important): _____

WHAT IS YOUR PROPOSED CHANGE: _____

WHAT IS YOUR ESTIMATED START AND COMPLETION DATE: _____

OWNER: _____
(Signature of Property Owner)

DATE: _____
(Date Received)

CONTRACTOR: _____
(Signature of Contractor)

DATE: _____
(Date Received)

PROPOSED MODIFICATIONS INCLUDE (please check all that apply):

_____ FENCE

_____ DRIVEWAY

_____ DECK

_____ PATIO

_____ ADDITIONAL LANDSCAPING

_____ REMOVAL OF LANDSCAPING/TREES

_____ CHANGE OF LANDSCAPE

_____ MONETARY RESOLUTION (AMOUNT \$ _____)

_____ OTHER _____

DESCRIPTION/DISCUSSION: _____

NOTICE

Today's date: _____

Monday Tuesday Wednesday Thursday Friday

Continuing construction of the City of Bisbee's Tintown Area Sewer System Improvement Project is expected to be in your area and possibly affect access or services to this address on:

Monday Tuesday Wednesday Thursday Friday

Date: _____

Safety is our top priority. We will keep inconveniences to a minimum and for the shortest period of time possible. You may experience the following during construction:

- Vehicle access to your residence may be temporarily disrupted
- Street parking may be temporarily unavailable
- Water will be shut-off between the hours of 9 am to 6pm
- Minor interruptions to your wastewater service
- Noise, dust, etc. associated with connection to the sewer and abandonment of your cesspool/septic tank
- Other – see note on reverse side

Estimated duration in hours:

2-4 4-6 6-8 Other _____

General construction hours will be from 6:00 am to 6:00 pm.

If you have any questions regarding the Wastewater System Expansion Program or construction in your neighborhood please call 520-432-6002)

Thank you for your patience and cooperation during this City public works project.

PLOT PLANS

PLOT PLAN INFORMATION

The attached Plot Plans are provided for the use of the CONTRACTOR. While care was taken in the preparation of the Plot Plans, they are not guaranteed to be accurate. The OWNER is not responsible for changed field conditions or changes in the desires of individual homeowners.

The Plot Plans show the best available information regarding location of the septic tanks and/or cesspools on the individual lots. In most cases, the location of the tank was verified in the field by observation of above-ground features. At times, the location of the tank was indicated by the homeowner or resident, but there may not have been any above-ground features visible. Some of the tanks were not located in the field. In these cases, the CONTRACTOR will be responsible for finding the septic tank through use of a video camera or other means.

The drawings of the septic tanks are a graphic representation only. The size, depth, and orientation of the tank are usually not known.

The path shown on the Plot Plans is one possible route for the 4" HCS. In some cases, the Homeowner was consulted and tentatively agreed to the path shown on the Plot Plans. In many cases, the path was NOT confirmed with the Homeowner. The dimensions shown on the path are approximate. The paths shown were selected to minimize disturbances and replacement of existing improvements. There may be an alternate route for the HCS. The CONTRACTOR is free to use an alternate path or connect to the house drain at an alternate location if the homeowner agrees in writing.

The CONTRACTOR and Homeowner shall agree in writing on the path for the HCS before work is started on private property. The attached agreement form is provided for convenience.

Abbreviations:

CLF = Chain link fence

R&R = Remove and replace

RDNR = Remove, but do not replace

LS = Landscaping

DW = Driveway

SC = Sawcut

CONTRACTOR IS RESPONSIBLE FOR CALLING BLUESTAKE FOR EACH LOT

TINTOWN SEWER IMPROVEMENT PROJECT

HCS ROUTING AGREEMENT

The following HCS Agreement, executed by _____ ("Homeowner") and Contractor indicates the agreed upon routing for the HCS on private property. The rights and obligations of the respective parties in connection with the routing of the HCS are indicated below. The actual route of the HCS is indicated on the attached Plot Plan.

- A. The Contractor agrees to follow the route indicated on the Plot Plan.
- B. In the event that unforeseen conditions prevent the use of the agreed upon route, the Contractor shall notify the Homeowner.
- C. The Contractor and the Homeowner shall amend the Plot Plan to show a revised route before additional work is performed. Both parties shall initial the revisions on the Plot Plan.
- D. Minor variations in the route may proceed without prior approval as long as nothing is removed or destroyed.
- E. The Homeowner and the Contractor agree that the items noted on the Plot Plan will be removed and replaced as part of the construction.

Address:

Lot Number:

Homeowner

Date

Contractor

Date

In addition to signing this agreement, both parties shall initial the Plot Plan once the agreed upon route is shown.