



**TOWN COUNCIL MEETING
Island County Hearing Room
May 14, 2024
6:30 pm**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CHANGES AND APPROVAL OF AGENDA

APPROVAL OF MINUTES

- Workshop with Planning Commission April 23, 2024
- Regular meeting of April 23, 2024

MAYOR'S REPORT

AUDIENCE INPUT – See NOTE

NEW BUSINESS

1. Approve Contract with DH Drillers for Well 1-24
2. Approve April 2024 Payroll and April 2024 A/P Transactions and Warrants

DISCUSSION ITEMS

- Front Street and North Main Street Sidewalk Projects

STAFF REPORTS

COUNCIL REPORTS

ADJOURN

NOTE: The public will be able to access the meetings in real time, by phone.

As a reminder: This is time set aside for members of the public to speak to the Council about subjects of concern or interest, or items not already set aside for a public hearing. Input requiring more lengthy comment is best submitted in writing.

To join the meeting from your computer, tablet or smartphone.
<https://www.gotomeet.me/TownOfCoupeville/coupeville-town-council-meeting>

To access the Town Council meeting remotely, by phone dial 571-317-3122 and use access code 707-347-805.

**Town of Coupeville
2025 Comprehensive Plan Update Joint Workshop
Coupeville Town Council and Coupeville Planning Commission
April 23, 2024 at 5:30pm
Coupeville Recreation Hall**

PRESENT: Mayor Molly Hughes, Councilmembers Jenny Bright, Rick Walti, Michael Moore, Pat Powell, Jackie Henderson, and Commissioners Michelle Cook, Gary Armstrong, Evan Henrich, Susan Upchurch, and Von Summers

STAFF PRESENT: Community Planning Director Joshua Engelbrecht

DISCUSSION

Facet, the company hired to update the Comprehensive Plan, gave a presentation to the Town Council and Planning Commission. The Town Council and Planning Commission discussed the 2025 Comprehensive Plan Update, the public participation plan, the Vision Statement, new state requirements for the update, and the elements the Town will be working on. No Action was taken.

ADJOURNMENT: 6:24pm

Respectfully submitted:

MAYOR:

Deputy Clerk Chris Jolly

Molly Hughes

**Town of Coupeville
Regular Council Meeting
Tuesday, April 23, 2024
6:30pm**

PRESENT: Mayor Molly Hughes, Councilmembers Jenny Bright, Rick Walti, Michael Moore, and Jackie Henderson

STAFF PRESENT: Deputy Clerk Chris Jolly, Community Planning Director Joshua Engelbrecht, and Public Works Director Joe Grogan

Action: A motion was made by Councilmember Bright, seconded by Councilmember Henderson, to excuse Councilmember Pat Powell from the meeting. The motion passed unanimously.

APPROVAL OF AGENDA

Agenda was approved as submitted.

APPROVAL OF MINUTES

The Minutes of Regular Council Meeting on April 9, 2024 were approved as amended.

MAYOR'S REPORT

Mayor Hughes met with Congressman Larson's representative. They discussed the PFAS treatment at Coupeville's water plant, and he received a tour from Joe Grogan.

New PFAS regulations have been released by the EPA. Happy to report that Coupeville's water plant meets all the new requirements.

Mayor Hughes attended the CHWA walk-about, to discuss Blue Zones. Unfortunately, the walk-about did not meet the expectations of the Mayor and Councilors who attended. Blue Zones were only briefly discussed.

Mayor Hughes reports that the Spring Clean-Up went very well with great turn out.

On Saturday, April 20, the Mayor attended the Farmers Market kickoff in conjunction with the Earth and Ocean Fair, and a ribbon cutting on a new exhibit at the Island County Historical Museum. All events went very well with great community attendance.

Mayor Hughes announced that a public meeting has been set for May 16th at 6:00pm at the Coupeville Recreation Hall, to discuss the boardwalk and sidewalk projects on N. Main St. and Front St.

NEW BUSINESS

Memorial Day Parade Street Closures

Action: A motion was made by Councilmember Walti, seconded by Councilmember Bright, to approve the street closures related to Special Event Permit #SEP2024-009, annual Memorial Day Parade and Remembrance Ceremony. The motion passed unanimously.

Contract for Coastal Adaptation Strategy Consultant

Action: A motion was made by Councilmember Moore, seconded by Councilmember Henderson, to authorize the Mayor to sign a Professional Services contract, as amended, with Natural Systems Design and Coastal Geologic Services for \$96,000 to develop a Coastal Adaptation Strategy for the Town of Coupeville’s shoreline. The motion passed unanimously.

Contract for Comprehensive Plan Climate Element Consultant

Action: A motion was made by Councilmember Bright, seconded by Councilmember Walti, to authorize the Mayor to sign a Professional Services contract, as amended, with Facet NW for \$100,000 to develop a Climate Element for the Town of Coupeville’s periodic Comprehensive Plan update. The motion passed unanimously.

DISCUSSION

Mayor Hughes and Public Works Director Joe Grogan discussed the need to drill a second well at Keystone Hill, to offset the demand on the existing well. Bids have been submitted but the cost is more than the line item in the 2024 budget allows. The Mayor, Joe, and the Council discussed using CARES money to cover the cost, since it needs to be spent by the end of 2025, and can be used in this way. Joe will plan to bring a contract for the project to the next Council meeting.

ADJOURNMENT: 7:18pm

Respectfully submitted:

MAYOR:

Deputy Clerk Chris Jolly

Molly Hughes

A complete video recording of this meeting is available upon request from the Deputy Clerk.

TOWN OF COUPEVILLE

From the Desk of Public Works Director Joe Grogan

MEMORANDUM

May 10, 2024

TO: Town Council

RE: Contract with RH Drilling & Service for New Well

Council,

Attached is a contract with RH Drilling & Service Inc. to drill a new drinking water well. This well will be located near well 1-08 at the top of Keystone Hill and will be numbered 1-24.

Last year we went to bid for this job and the bids came in significantly higher than the amount we had budgeted. I worked with DCG to modify the scope and went to bid again. We took four of the items from the original bid and made them 'options' so we could choose what we wanted and still be close to budget. We are including Options 1 and 2: a variable frequency drive and the pump. Option 3, the transducer which tells the level of water in the well will be installed by staff at a later date. Option 4 was to build a pit less adapter which would build all equipment below ground level. Instead, the town will install a vault over the well, protecting the equipment from freezing. We have this same vault on well 1-08.

We received four bids and RH Drilling was the lowest responsible bidder. We have worked with them in the past and have been happy with their work.

The total for the new well is \$274,272. This is still a little over budget so we were going to pay the balance with our Covid funds. The Council had dedicated these funds for utility infrastructure. We would like to pay for this project entirely with Covid funds. Covid funds must be spent by the end of 2025.

Thank you.

Motion: Staff recommends a motion to authorize the Mayor to sign the contract with RH Drilling & Service Inc.



May 10, 2024

Ryan Harris
Owner
RH Drilling & Services Inc.
2550 Caraway Lane
Coupeville, WA 98239

Re: Contract Documents
Production Well 1-23 (Base Bid + Alternates A + B)
Town of Coupeville

Dear Ryan,

On April 26th, the Town of Coupeville approved award for the above project to your firm. Enclosed herewith please find a copy of the Notice of Award, Contract, Performance Bond, and Payment Bond for the above referenced project.

Upon completion of the documents, please return copies of the contract and bonds, along with a copy of the required Certificate of Insurance, to the Owner. Please verify that the Town of Coupeville is listed as an "Also Name Insured." We have dated the contracts and bonds for **May 13, 2024**.

The Owner's mailing address is as follows:

Town of Coupeville
4 NE Seventh Street
Coupeville, WA 98239

Sincerely,

Facet NW, Inc.

A handwritten signature in black ink that reads 'Kelly Evans'.

Kelly Evans, PE
Principal of Civil Engineering

Notice of Award

Date: May 10, 2024

Project: Town of Coupeville – Production Well 1-23 (Base Bid + Alternates A + B)	
Owner: Town of Coupeville	Owner's Contract No.:
Contract: Production Well 1-23 (Base Bid + Alternates A + B)	Engineer's Project No.: 2306.0242.00
Bidder: RH Drilling & Services Inc.	
Bidder's Address: <i>[send Notice of Award Certified Mail, Return Receipt Requested]</i>	
2550 Caraway Lane	
Coupeville, WA 98239	

You are notified that your Bid dated April 18, 2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Production Well 1-23 (Base Bid + Alternates A + B).

The Contract Price of your Contract is Two Hundred Seventy-Four Thousand Three Hundred Seventy-Two Dollars (\$274,372.00).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

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

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

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [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:
N/A

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.

Town of Coupeville
Owner
By: Kelly Evans
Authorized Signature
Principal of Civil Engineering
Title

Copy to Engineer
Copy to Town

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

THIS AGREEMENT is by and between Town of Coupeville (“Owner”) and
RH Drilling & Services 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:

Town of Coupeville – Production Well 1-23 (Base Bid + Alternates A + B)

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:

Town of Coupeville – Production Well 1-23 (Base Bid + Alternates A + B)

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Facet NW, Inc.** 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 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before **October 10, 2024**, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before **November 9, 2024**.

4.02 *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 **\$100.00** 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 **\$100.00** 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 Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. ~~For all Work other than Unit Price Work, a lump sum of: \$ _____~~

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

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

<u>UNIT PRICE WORK</u>					
<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>BID UNIT PRICE</u>	<u>BID PRICE</u>
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$32,500.00	\$32,500.00
2	INSTALL SURFACE/FORMATION SEAL	18	LF	\$823.00	\$14,814.00
3	16-INCH DRIVE SHOE	1	EA	\$1,501.00	\$1,501.00
4	DRILL 16-INCH BOREHOLE BELOW THE FORMATION SEAL	182	LF	\$495.00	\$90,090.00
5	FURNISH AND INSTALL 16-INCH WELL CASING (INCLUDES 2-FEET OF STICKUP)	202	LF	\$93.00	\$18,786.00
6	16-INCH DRIVE SHOE CUT	1	EA	\$3,000.00	\$3,000.00
7	FURNISH SCREEN ASSEMBLY AND OTHER MATERIALS (COST ASSUMED FOR BIDDING PURPOSES)	--	COST + 10%	\$10,000.00	\$10,000.00

8	WELLHEAD APPURTENANCES (CASING EXTENSION)	1	LS	\$11,737.00	\$11,737.00
9	AUTHORIZED HOURLY WORK (SCREEN FABRICATION, INSTALLATION, DEVELOPMENT, ETC.)	40	HR	\$500.00	\$20,000.00
10	CREDIT FOR 16-INCH CASING REMOVED	56	LF	(\$1.00)	(\$56.00)
11	FURNISH AND INSTALL TEMPORARY PUMPING TEST EQUIPMENT AND DISCHARGE PIPE	1	LS	\$19,000.00	\$19,000.00
12	HOURLY WORK FOR PUMPING TESTS	28	HR	\$250.00	\$7,000.00
13	EXTRA MATERIALS	--	COST + 10%	\$3,000.00	\$3,000.00
14	STANDBY TIME	8	HR	\$500.00	\$4,000.00
15A	STAINLESS STEEL WELL PUMP & COLUMN PIPE	--	COST + 10%	\$20,000.00	\$20,000.00
16A	AUTHORIZED HOURLY WORK (PUMP INSTALL, ETC.)	10	HR	\$500.00	\$5,000.00
17B	VARIABLE-FREQUENCY DRIVE (VFD)	--	COST + 10%	\$14,000.00	\$14,000.00
Subtotal of all Bid Prices (Unit Price Work) :					\$274,372.00
Washington State Sales Tax (8.8%) :					\$24,144.74
Total of all Bid Prices (Unit Price Work) :					\$298,516.74

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

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

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 **10th** 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 (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 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 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 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 rate of **10%** percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site 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 9, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. ~~Other bonds (pages _____ to _____, inclusive).~~
 - a. _____ (pages _____ to _____, inclusive).

- b. _____ (pages _____ to _____, inclusive).
 - e. _____ (pages _____ to _____, inclusive).
 - 5. General Conditions (pages **1** to **61**, inclusive). **NOTED BUT NOT ATTACHED**
 - 6. Supplementary Conditions (pages **1** to **10**, inclusive). **NOTED BUT NOT ATTACHED**
 - 7. Specifications as listed in the table of contents of the Project Manual. **NOTED BUT NOT ATTACHED**
 - 8. ~~Drawings consisting of _____ sheets with each sheet bearing the following general title: _____ [or] the Drawings listed on attached sheet index.~~
 - 9. Addenda (numbers **1** to **2**, inclusive). **NOTED BUT NOT ATTACHED**
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages **1** to **23**, inclusive). **NOTED BUT NOT ATTACHED**
 - b. ~~Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).~~
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages **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 any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Prevailing Wage Requirements*

- A. The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC. The Contractor shall document compliance with said requirements and shall file with the Town appropriate affidavits, certificated, and/or statements of compliance with the State prevailing wage requirements. The Washington State Prevailing Wage Rates For Public Works Contracts, Island County, incorporated in this Contract have been established by the Department of Labor & Industries and are included as an attachment to this Contract. The Contractor shall also ensure that any subcontractors or agents of the Contractors shall comply with the prevailing wage and documentation requirements as set forth herein.

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 May 13, 2024 (which is the Effective Date of the Agreement).

OWNER:

Town of Coupeville

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

4 NE Seventh Street

Coupeville, WA 98239

(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

RH Drilling & Services Inc.

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

2550 Caraway Lane

Coupeville, WA 98239

License No.: _____

(Where applicable)

Agent for service of process:

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

RH Drilling & Services Inc.
2550 Caraway Lane
Coupeville, WA 98239

OWNER (*Name and Address*):

Town of Coupeville
4 NE Seventh Street
Coupeville, WA 98239

CONTRACT

Effective Date of Agreement: **May 13, 2024**

Amount: **Two Hundred Seventy-Four Thousand Three Hundred Seventy-Two Dollars (\$274,372.00)**

Description (*Name and Location*): **Town of Coupeville – Production Well 1-23
(Base Bid + Alternates A + B)**

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount: **Two Hundred Seventy-Four Thousand Three Hundred Seventy-Two Dollars (\$274,372.00)**

Modifications to this Bond Form: **N/A**

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

RH Drilling & Services Inc. (Seal)
Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

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

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

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

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

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

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

11. Definitions.

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

FOR INFORMATION ONLY – <i>(Name, Address and Telephone)</i> Surety Agency or Broker: Owner's Representative <i>(Engineer or other party)</i> :
--

PAYMENT BOND

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

CONTRACTOR (Name and Address):

**RH Drilling & Services Inc.
2550 Caraway Lane
Coupeville, WA 98239**

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

OWNER (Name and Address):

**Town of Coupeville
4 NE Seventh Street
Coupeville, WA 98239**

CONTRACT

Effective Date of Agreement: **May 13, 2024**
Amount: **Two Hundred Seventy-Four Thousand Three Hundred Seventy-Two Dollars (\$274,372.00)**
Description (Name and Location): **Town of Coupeville – Production Well 1-23 (Base Bid + Alternates A + B)**

BOND

Bond Number:
Date (Not earlier than Effective Date of Agreement):
Amount: **Two Hundred Seventy-Four Thousand Three Hundred Seventy-Two Dollars (\$274,372.00)**
Modifications to this Bond Form: **N/A**

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

RH Drilling & Services Inc. (Seal)
Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

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

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

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

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

15. Definitions

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

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

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

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other)*:

**Project Manual
for**

***Town of Coupeville
Production Well 1-23***

**CONTRACT DOCUMENTS
BID PROCEDURES
SPECIFICATIONS AND CONDITIONS**



March 2024

DCG/Watershed

1796 East Main Street, Suite 105
P.O. Box 1132
Freeland, WA 98249
Phone: (360) 331-4131

Town of Coupeville

4 NE Seventh Street
Coupeville, WA 98239

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SECTION 00 111

TOWN OF COUPEVILLE COUPEVILLE, WASHINGTON PRODUCTION WELL 1-23

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Town of Coupeville's Production Well 1-23 Project will be received by the Town of Coupeville, at Town Hall at 4 NE 7th Street, Coupeville, WA 98239 until 2:00 pm local time on April 18, 2024, at which time the Bids received will be publicly opened and read. The Project consists of drilling and constructing a new groundwater source approximately two hundred (200) feet deep, with alternate bid options for (A) installing Stainless steel well pump, (B) providing variable-frequency drive (VFD), (C) installing a Column pipe, (D) providing a pressure transducer within sounding tubes, and (E) providing a pit-less unit.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, as indicated in the Bid Form. The Project has an expected duration of 180 days.

Access to project bid documents are available at the following plan centers: www.bxwa.com.

The Issuing Office for the Bidding Documents is: Town of Coupeville, 4 NE 7th Street, Coupeville, WA 98239. Project Engineer Contact: Kelly Evans, PE, kelly.evans@dcgwatershed.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Thursdays between the hours of 8:00 am and 4:30 pm and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained during the hours indicated above and upon receipt of payment of \$75.00 for each set. Electronic copies of the bid documents will be provided free of charge if bidders contact the Project Engineer listed above. Cost of Bidding Documents and shipping is non-refundable. Upon the Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "Town of Coupeville". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. The content available through bxwa.com is our property or the property of our licensors and protected by copyright and other intellectual property laws. Access to project documents is intended for use by bidders (general contractors/ prime bidders, subcontractors and suppliers), agency personnel and agency's consultants, as well as for personal, non-commercial, use by the public. You may display or print the content available for these uses only. "Harvesting" (downloading, copying, and transmitting) of any project information and/or project documents for purposes of reselling and/or redistributing information by any other party is not allowed by BXWA.

No bid security is required in accordance with the Instructions to Bidders.

Town of Coupeville, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 and Title 49, Code of Federal Regulation, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such

Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFP Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

This advertisement is issued by:

Owner: Town of Coupeville

By: Kelly Evans, PE

Title: Project Engineer

Date: March 25, 2024

+ + END OF ADVERTISEMENT FOR BIDS + +

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and the bidding procedures are to be administered as outlined in the Advertisement for Bids for Construction Contracts.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 14 days after award of the project.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Bidder's state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- D. Other required information regarding qualifications
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any

additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
- b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in 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.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 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 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. 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.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; 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; and (3) Bidder's safety precautions and programs;

- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid 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 bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will not be held.

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 delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven 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, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid Security is not required.

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, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or 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 such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed 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.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work.
- If requested by Owner, 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, or other individual or entity. 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 an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds

for forfeiture of the Bid security, if provided, of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person 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.
- 13.04 A Bid by an individual shall show the Bidder’s name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

- 14.01 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total

will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

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

14.02 Allowances

- 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 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form. The unbound copy of the Bid Form is to be completed and submitted with the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (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 other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." An emailed, and/or mailed Bid shall be addressed to:

DCG/Watershed
Attn: Kelly Evans, PE
2210 Riverside Drive #110
Mount Vernon, WA 98273
P: (360) 899-1110, ext. 319
C: (712) 299-1915
kelly.evans@dcgwatershed.com

Town of Coupeville
Attn: Joe Grogan
4 NE Seventh Street
Coupeville, WA 98239
P: (360) 678-4461
C: (541) 840-9875
publicworks@townofcoupeville.org

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 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, if provided, will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in Section 00 3113 – Bidding and Construction Schedule and, unless obviously non-responsive, opened privately.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security, if provided, 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 will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. 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.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 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 Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is **NOT** exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes **shall be** included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

ARTICLE 23 – CONTRACTS TO BE ASSIGNED (NOT USED)

BID FORM

PRODUCTION WELL 1-23

Town of Coupeville – Coupeville, WA

Project No. 2306.0242.00

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*DCG/Watershed
Attn: Kelly Evans, PE
2210 Riverside Drive #110
Mount Vernon, WA 98273
kelly.evans@dgcwatershed.com*

*Town of Coupeville
Attn: Joe Grogan
4 NE Seventh Street
Coupeville, WA 98239
publicworks@townofcoupeville.org*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security, if required. This Bid will remain subject to acceptance for 30 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, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; 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 any 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that 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 and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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 Work in accordance with Contract Documents for the following price(s):

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	BID PRICE
1	MOBILIZATION / DEMOBILIZATION	LS	1		
2	INSTALL SURFACE/FORMATION SEAL	LF	18		
3	16-INCH DRIVE SHOE	EA	1		
4	DRILL 16-INCH BOREHOLE BELOW THE FORMATION SEAL	LF	182		
5	FURNISH AND INSTALL 16-INCH WELL CASING (INCLUDES 2-FEET OF STICKUP)	LF	202		
6	16-INCH DRIVE SHOE CUT	EA	1		
7	FURNISH SCREEN ASSEMBLY AND OTHER MATERIALS (COST ASSUMED FOR BIDDING PURPOSES)	COST + 10%	--	\$10,000.00	\$10,000.00
8	WELLHEAD APPURTENANCES (CASING EXTENSION)	LS	1		
9	AUTHORIZED HOURLY WORK (SCREEN FABRICATION, INSTALLATION, DEVELOPMENT, ETC.)	HR	40		
10	CREDIT FOR 16-INCH CASING REMOVED	LF	56		
11	FURNISH AND INSTALL TEMPORARY PUMPING TEST EQUIPMENT AND DISCHARGE PIPE	LS	1		
12	HOURLY WORK FOR PUMPING TESTS	HR	28		
13	EXTRA MATERIALS	COST + 10%	--	\$3,000.00	\$3,000.00
14	STANDBY TIME	HR	8		
SUBTOTAL:					
WSST @ 8.8%:					
TOTAL BASE BID:					

ITEM NO.	ALTERNATE A DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	BID PRICE
15A	STAINLESS STEEL WELL PUMP & COLUMN PIPE	COST + 10%	--	\$20,000.00	\$20,000.00
16A	AUTHORIZED HOURLY WORK (PUMP INSTALL, ETC.)	HR	10		
SUBTOTAL:					
WSST @ 8.8%:					
TOTAL ALTERNATE A BID:					

ITEM NO.	ALTERNATE B DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	BID PRICE
17B	VARIABLE-FREQUENCY DRIVE (VFD)	COST + 10%	--	\$14,000.00	\$14,000.00
SUBTOTAL:					
WSST @ 8.8%:					
TOTAL ALTERNATE B BID:					

ITEM NO.	ALTERNATE C DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	BID PRICE
18C	PRESSURE TRANSDUCER WITHIN SOUNDING TUBE	COST + 10%	--	\$3,500.00	\$3,500.00
19C	AUTHORIZED HOURLY WORK (PRESSURE TRANSDUCER INSTALL, ETC.)	HR	2		
SUBTOTAL:					
WSST @ 8.8%:					
TOTAL ALTERNATE C BID:					

ITEM NO.	ALTERNATE D DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	BID PRICE
20D	16-INCH PITLESS UNIT & SOUNDING TUBES	LS	1		
21D	AUTHORIZED HOURLY WORK (PITLESS UNIT INSTALL, ETC.)	HR	10		
SUBTOTAL:					
WSST @ 8.8%:					
TOTAL ALTERNATE D BID:					

- 5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.03 Contract will be awarded to the lowest responsible bidder of each section for the Base Bid or Base Bid and Alternative Items in lieu of corresponding Base Bid items whichever is in the best interest of the Owner. Bids may be made on any or all sections of the work and no tied bids will be permitted. Bids for only alternative items will not be accepted.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidders agree that the Work will be substantially complete **within 150 days of the issued Notice to Proceed**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions **within 180 days of the issued Notice to Proceed**.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Projected project schedule
 - B. Schedule B-1 – Description of Equipment
 - C. Schedule B-2 – Similar Projects
 - D. Schedule B-3 – List of Well Drillers

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____
[Signature]

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
[Signature]

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

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Notice of Award

Date: _____

Project: _____

Owner: _____

Owner's Contract No.: _____

Contract: _____

Engineer's Project No.: _____

Bidder: _____

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars (\$_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

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

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

1. Deliver to the Owner [_____] 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:

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.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

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

THIS AGREEMENT is by and between _____ (“Owner”) and

_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

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:

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **DCG/Watershed** 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 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before _____, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before _____.

4.02 *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 \$100.00 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 \$100.00 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 Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

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

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

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

		<u>UNIT PRICE WORK</u>			
<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>BID UNIT PRICE</u>	<u>BID PRICE</u>

Total of all Bid Prices (Unit Price Work) : \$ _____

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

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

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 _____ 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 (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 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 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 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 rate of 10% percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site 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 __, inclusive).
2. Performance bond (pages ____ to ____, inclusive).
3. Payment bond (pages ____ to ____, inclusive).
4. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
5. General Conditions (pages ____ to ____, inclusive).
6. Supplementary Conditions (pages ____ to ____, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of ____ sheets with each sheet bearing the following general title: ____ [or] the Drawings listed on attached sheet index.
9. Addenda (numbers ____ to ____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

- 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 any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Prevailing Wage Requirements*

- A. The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC. The Contractor shall document compliance with said requirements and shall file with the Town appropriate affidavits, certificated, and/or statements of compliance with the State prevailing wage requirements. The Washington State Prevailing Wage Rates For Public Works Contracts, Island County, incorporated in this Contract have been established by the Department of Labor & Industries and are included as an attachment to this Contract. The Contractor shall also ensure that any subcontractors or agents of the Contractors shall comply with the prevailing wage and documentation requirements as set forth herein.

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

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

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

(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.)

Agent for service of process:

Notice to Proceed

Date: _____

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Contractor:	
Contractor's Address: <i>[send Certified Mail, Return Receipt Requested]</i>	

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

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

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

_____ *[add other requirements]*.

_____	Owner
_____	Given by:
_____	Authorized Signature
_____	Title
_____	Date

Copy to Engineer

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PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

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

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

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

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

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

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

11. Definitions.

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

FOR INFORMATION ONLY – <i>(Name, Address and Telephone)</i> Surety Agency or Broker: Owner's Representative <i>(Engineer or other party)</i> :
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PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

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

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

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

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

15. Definitions

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

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

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

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other)*:

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Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	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		
				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 total on Progress Estimates).....	\$ _____
				5. RETAINAGE:	
				a. 5% X _____ Work Completed.....	\$ _____
				b. 5% X _____ Stored Material.....	\$ _____
				c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ _____
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ _____
				8. AMOUNT DUE THIS APPLICATION	\$ _____
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ _____
TOTALS					
				NET CHANGE BY CHANGE ORDERS	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(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 the Work covered by prior Applications for Payment;

(2) Title to 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 the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

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)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

All Work 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 Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. 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.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

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.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

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NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



ASCE American Society
of Civil Engineers

**National Society of
Professional Engineers**
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents 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.
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.

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I. SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

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

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

SC-2.02 *Copies of Documents*

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

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

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.B:

C. The following reports of explorations and test of subsurface conditions at or contiguous to the Site are known to Owner:

1. Well 1-08 – Water Well Report

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.04 *Contractor's Liability Insurance*

This is a mandatory Supplementary Condition, for it specifies the limits of the coverages for the insurance required in GC-5.04.

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

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- a. State: Statutory**
- b. Applicable Federal (e.g., Longshoreman's): Statutory**
- c. Employer's Liability: \$500,000 per occurrence**

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

- a. General Aggregate \$2,000,000**
- b. Products - Completed Operations Aggregate \$2,000,000**
- 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 Under-ground coverages where applicable.**

f. Excess or Umbrella Liability

- 1. General Aggregate \$2,000,000**
- 2. Each Occurrence \$1,000,000**

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**
 - a. **Combined Single Limit of** **\$2,000,000**
- 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 **\$1,000,000**
 - Each Accident **\$2,000,000**
 - b. **Property Damage:**
 - Each Accident **\$1,000,000**
 - Annual Aggregate **\$2,000,000**

SC-5.06 *Property Insurance*

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

- A. **Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:**
 - 1. **include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;**
 - 2. **be written on a Builder’s Risk “all-risk” policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, 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 these Supplementary Conditions.**

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

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

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

H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.10 *Taxes*

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

B. Owner is NOT exempt from payment of sales and compensating use taxes of the State of Washington and of cities and counties thereof on all materials to be incorporated into the Work.

SC-6.17 *Shop Drawings and Samples*

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and

Contractor shall reimburse Owner for Engineer's charges for such time.

- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.**

SC-7.04 *Claims Between Contractors*

SC-7.04 Add the following new paragraph immediately after paragraph GC-7.03:

SC-7.04 *Claims Between Contractors*

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.**
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.**

C. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

SC-9.03 *Project Representative*

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

- 1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.**
- 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.**
- 3. *Liaison:***
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.**
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**

- c. **Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.**
4. ***Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**
5. ***Shop Drawings and Samples:***
 - a. **Record date of receipt of Samples and approved Shop Drawings.**
 - b. **Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**
6. ***Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**
7. ***Review of Work and Rejection of Defective Work:***
 - a. **Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**
 - b. **Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.**
8. ***Inspections, Tests, and System Startups:***
 - a. **Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the**

presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. *Records:*

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

10. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and

forwarding to Owner prior to payment for that part of the Work.

13. Completion:

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.**
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.**
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.**

C. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).**
- 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.**
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.**
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.**
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.**

8. Authorize Owner to occupy the Project in whole or in part.

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**CHANGE ORDER
NUMBER _____**

Date of Issuance: _____

Effective Date: _____

PROJECT:	ENGINEER'S PROJECT NUMBER:
OWNER:	DATE OF CONTRACT:
CONTRACTOR:	OWNER'S CONTRACT NUMBER:

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

Description:

Attachments:

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

(Increase) (Decrease) from previously approved

Change Orders Number _____ to _____

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 dates:

Ready for Final Payment dates: _____

(Increase) (Decrease) from previously approved

Change Orders Number _____ to _____

Substantial completion (day or dates): _____

Ready for Final Payment (day or dates): _____

Contract Times prior to this Change Order:

Substantial Completion dates:

Ready for Final Payment dates: _____

(Increase) (~~Decrease~~) of this Change Order:

Substantial Completion dates:

Ready for Final Payment dates: _____

Contract Times with all approved Change Orders:

Substantial Completion dates:

Ready for Final Payment dates: _____

RECOMMENDED:

I+S GROUP

By: _____

Engineer (Authorized Signature)

Date: _____

APPROVED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

					Amount	
Number	Item	Unit	Quantity	Unit Price	Increase	Decrease

TOTALS
NET CHANGE IN CONTRACT PRICE
INCREASE IN CONTRACT TIME, days

\$0.00	\$0.00
\$0.00	
0	

Justification For Changes:

**SECTION 00 3113
PROPOSED BIDDING AND CONSTRUCTION SCHEDULE**

**TOWN OF COUPEVILLE
PRODUCTION WELL 1-23
COUPEVILLE, WA
DCG/WATERSHED PROJECT NO. 2306.0242.00**

Monday, March 25, 2024	Send Notification to Prospective Bidders Post Invitation to Bid to Builders Exchange of Washington (BXWA) & Newspapers for publishing on Wednesday <u>March 27, 2024</u>, and <u>April 3, 2024</u>
Thursday, April 18, 2024	Public Bid Letting @ 2:00 PM
Friday, April 26, 2024	Town of Coupeville – Council Meeting Client Consideration of Bids (Bid Tab) & Award of Contract Submittal of Contract Documents (Contract & Bonds) Pre-Construction Meeting to be Scheduled ASAP
Monday, May 13, 2024	Issuance of Notice to Proceed & Begin Construction
Thursday, October 10, 2024	Substantial Completion Date (150 days)
Saturday, November 9, 2024	Final Completion Date (180 days)

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DIVISION 33:
Utilities

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**TECHNICAL SPECIFICATIONS
PRODUCTION WELL 1-23 INSTALLATION AND TESTING
TOWN OF COUPEVILLE**

Part 1. Summary of Scope of Work

Town of Coupeville (herein called the Town) wishes to drill, construct, and test a 16-inch production well to an estimated depth of 200 feet using cable-tool methods at its Fort Casey Wellfield in Coupeville, Washington (Figure 1 and 2). These technical specifications describe the design, drilling, installation, and testing of the new well, herein referred to as Well 1-23. This well is being installed to backup the existing system's water wells.

The project will be contracted and managed by the Town. The Town has hired the firm of Mott MacDonald (Geologist) and DCG/Watershed (Engineer) to observe drilling, installation, testing, and to advise the Town on well construction, design, and testing. The Geologist and Engineer shall act as the Town's assistant and inspector during field work. The Town shall contract the successful bidder directly.

The Contractor shall furnish all labor, equipment, and material necessary to construct and test the well in accordance with these technical specifications. All work and materials shall conform to Chapter 173-160 Washington Administrative Code (WAC) *Minimum Standards for the Construction of Wells*.

Drilling will be completed using cable-tool methods. The production well will be constructed with a 20-inch surface seal to approximately 18 feet below ground surface (bgs) and a 16-inch casing drilled to a depth of approximately 200 feet bgs. A continuous aquifer seal will be installed in the annular space between the 16-inch (16-inch pitless unit or casing extension) and 20-inch casings as the 20-inch casing is withdrawn from the borehole, meeting the requirements of WAC 173-160-181 and 173-160-241.

The target aquifer is a water-bearing gravel and sand aquifer anticipated to occur between approximately 145 to 182 feet bgs; however, these technical specifications are conservative and assume the borehole will be drilled to 200 feet bgs. It is anticipated that the well will be completed with a 12-inch pipe-size screen and sand pack; however, the well may be completed with natural formation material around the screen if soil conditions allow. Following installation and development of the screen assembly by the Contractor, pumping tests will be performed by the Contractor to evaluate aquifer parameters. Finally, install of the final pump, sounding tubes, and pitless unit or casing extension (alternates as approved) will be conducted by the Contractor and the appropriate VFD will be supplied to the City by the Contractor (alternate as approved).

All drilling and testing will be performed at the applicable bid item rate (C-410 - Bid Form) by a competent driller licensed in the State of Washington.

The Town will provide access to the site prior to mobilization. The Town shall be responsible for site preparation, periodic removal, and final disposal of drill cuttings. Drilling water will be

provided on site via a standard garden-hose fitting at the nearby wellhouse. The Town will also provide a hydrant meter and location for the Contractor to use in filling water tanks.

Fluids introduced to the well during drilling shall be limited to potable water. All downhole tools shall be pressure washed before use and between holes. The Contractor shall collect, record, and provide representative drilling samples to the Geologist and/or Engineer. Water levels in the borehole will be measured by the Contractor at the beginning and end of each day's activities.

The Contractor shall take precautions to prevent contamination from accidental spills of motor fuel, oil, grease, solvents, and other materials. The Contractor shall protect the surface and underground infrastructure at the well site and shall maintain a clean site and control litter during all phases of construction and testing. The wellfield is not fenced. The Contractor shall conform to site security measures established by the Town. The Contractor will secure the wellhead to prevent entry of foreign material into the well.

Part 2. Submittals

Bidders should assume that one Bidder will be selected to negotiate a contract based on submittals requested in this package. The Bidder will be notified that the contract will be direct from the Town and that the Town will determine the content of the contract to be negotiated.

2.1 Contact Information

Initial contact, submission of bids, contracting, billing, and coordination of work will be through:

Joe Grogan
Town of Coupeville
4 NE Seventh Street
Coupeville, WA 98239
P: 360-678-4461
C: 541-840-9875
E: publicworks@townofcoupeville.org

Kelly Evans, PE
DCG/Watershed
2210 Riverside Drive, Ste. 110
Mount Vernon, WA 98273
P: 360-899-1110, ext. 319
C: 712-299-1915
E: Kelly.Evans@dcgwatershed.com

Technical questions may be directed to:

Peter Schwartzman
Mott MacDonald
1601 5th Ave, Suite 800
Seattle, WA 98101
P: 206-329-6215
C: 360-301-3989
E: Peter.Schwartzman@mottmac.com

Kelly Evans, PE
DCG/Watershed
2210 Riverside Drive, Ste. 110
Mount Vernon, WA 98273
P: 360-899-1110, ext. 319
C: 712-299-1915
E: Kelly.Evans@dcgwatershed.com

2.2 Past Performance

Past performance shall be demonstrated in the Contractor's bid package. The Contractor shall demonstrate experience using cable-tool methods to drill borehole diameters of 16 inches (or

more) to depths comparable to 200 feet bgs and in drilling, installing, developing, and testing large-capacity water wells capable of supplying up to 300 gpm. Contractors should submit the following information:

1. List of equipment.
2. Past drilling experience under similar conditions.
3. Contact person and proposed driller name(s) and license number(s) who will complete the work. The Contractor must be a licensed Water Well Contractor and in full compliance with Washington State Law. Only competent workers shall be employed on the project. All drilling will be performed at the applicable bid item rate by a competent driller licensed in the State of Washington.
4. Reference with a contact name and phone number.
5. Cost information on the attached schedule of prices (C-410 - Bid Form).

The Town has the right to reject any Bidder's proposal on the grounds of apparent lack of experience, expertise, or availability of equipment. Schedules B-1 through B-3 shall be used to submit this information as part of the bid submittal.

2.3 Preconstruction Conference

Before any work at the site is started, a conference attended by the Town, Contractor, Engineer, Geologist, and others as appropriate will be held to establish a working understanding among the parties as to the work, discuss the schedules referred to in these specifications, procedures for handling shop drawings, samples, and other submittals, processing applications for payment, electronic or digital transmittals, and maintaining required records.

2.4 Other Pre-Drilling Submittals

The successful Bidder shall submit the following information prior to mobilization:

1. Notice of Intent to Construct a Water Well.
2. Ecology Well Tag number that will be affixed to the pitless unit or casing extension at the end of the project.
3. The mobile phone number that will be used by the driller to communicate with the Town, Geologist, and Engineer until the project is completed.
4. Health and Safety, and Spill Response Plans, which are required to be onsite when drilling begins.

Part 3. General Information

The general scope of work is to drill, construct, and test a new water supply well using a 16-inch casing to a depth of approximately 200 feet bgs. The well site is located on the west side of the

road between 476 and 618 Keystone Hill Road in Coupeville, Washington 98239 (Parcel ID R13111-432-4450). The proposed well design (Figure 3) will be similar to the existing Well 1-08 (Figure 4) at the wellfield; however, the actual well design will depend on hydrogeologic conditions encountered during drilling.

The well will be drilled and constructed using cable-tool methods. The well will be constructed as follows:

- Install temporary 20-inch surface seal casing string to an approximate depth of 18 feet bgs and approved by the Geologist and/or Engineer.
- Install 16-inch casing string to an approximate depth of 200 feet bgs as approved by the Geologist and/or Engineer.
- Cut the 16-inch casing from the shoe then install the stainless-steel well screen. The screen design, diameter, length, and slot size will be determined based on field conditions by the Geologist, Engineer, and/or the Town. The screen design will likely include a sand pack but may be completed with natural formation material around the screen if soil conditions allow.
- Expose the screen assembly by pulling back the 16-inch casing, adding sand pack as necessary.
- Develop well by surging/bailing techniques or possibly jetting/airlifting methods if needed. Add to the sand pack as necessary. Development may be completed using the test pump for short-duration pumping events (1 to 2 hours), if required.
- Perform step-rate and constant-rate pumping tests.
- Install the permanent pump (alternate as approved) with two 1.25-inch sounding tubes and pressure transducer (alternate as approved).
- Complete the wellhead with the permanent 16-inch pitless unit or casing extension extending 18-inches above ground level and attach the Ecology Well Tag number. Cap pitless unit discharge or casing extension.
- Install a surface/formation seal between the 20-inch and 16-inch annulus/16-inch pitless unit or casing extension while removing the 20-inch casing from the borehole.
- Disinfect the well with chlorine solution.
- Provide and/or install any other approved alternatives.

3.1 Location of and Access to Well Sites

Well 1-23 will be drilled at the Town's existing Fort Casey Wellfield on the west side of the road between 476 and 618 Keystone Hill Road in Coupeville, Washington 98239 (Parcel ID R13111-432-4450). The Town shall stake the location of the new well; the tentative location is shown on Figure 1 and 2. The Town shall be responsible for site preparation and locating of underground utilities.

The site access and the well site is bare ground. Access to the drilling site shall be provided by the Town, and Contractor personnel must coordinate entry onto the site with the Town. The site

is located within a Town easement. The Contractor shall secure the site and equipment at the end of each day.

3.2 Information on Site Conditions

Well 1-23 will be drilled near the Town's existing production Well 1-08. The new well site will be marked by the Town. The geologic log for Well 1-08 is attached (Figure 4) to provide insight on possible subsurface conditions in the vicinity of Well 1-23. All information on site conditions is offered as supplementary information only. Neither the Geologist, Engineer, nor the Town assumes any responsibility for the completeness or interpretation of such supplementary information. The Contractor is encouraged to research additional well logs in the area for additional information.

3.3 Protection and Restoration of the Work Site

The Contractor shall conduct all operations in such a way as to prevent any destruction, scarring, defacing, or contamination of the drilling site or the well. In addition, the Contractor shall conduct all operations in such a way to prevent injury to individuals working on or in the vicinity of the well. Every effort will be made to present an orderly appearance at the site while drilling and testing operations are under way.

Special precautions shall be taken to protect the well and work site during drilling, installation, and testing from all sources of hydrocarbons and other contaminants. Therefore, this contract requires the Contractor to take the extra precautions detailed below.

1. The Contractor shall steam clean all tools, equipment, and casing that will be used in or on the well prior to their arrival on site and shall protect all such equipment from possible contamination at all times during the course of the project.
2. The Contractor shall use the minimum amount of hydrocarbon products required, other than fuel, motor oil, hydraulic oil, and grease that is normally required for operation of the drill rig. The Contractor should substitute hydrocarbon-free thread compound such as "Green Stuff" for standard petroleum-based lubricants on threaded joints that will be entering the well.
3. The Contractor shall prepare and conform to a written Spill Response Plan that describes steps it will take in the event of contamination as well as efforts to prevent any such events. A copy of the plan shall be kept at the work site and be available upon request.
4. The Contractor shall place a protective barrier or plastic sheeting under the drilling rig to prevent oils, fuels, and other fluids from falling to the ground and contaminating the site. Should leakage or spillage occur, the Contractor shall immediately repair the cause and take the necessary steps to contain and thoroughly remove all contaminated soils and materials and transfer such wastes off site for legal disposal. A ready supply of absorbent material such as "Floor Dry" shall be maintained on site.

5. The Contractor shall maintain a 5-gallon pail of clean water with a 50-ppm chlorine concentration and a brush for disinfection of tools during all drilling operations. If the drill bit, bailers, and other tools are allowed to contact soils, grasses, or other materials where potential contaminants may be introduced to the well, then the tools will be properly disinfected prior to any further use in the well.

In the event that any damages to site property occur because of the Contractor's activities, the Contractor shall, at their own expense, repair the damages or reclaim the land to the extent deemed suitable by the Town. Alternatively, the Contractor may pay the Town a value to remedy the damage that is deemed acceptable to the Town. Such damages include environmental impairment.

The site does not have security fencing, and the Town will facilitate Contractor access. It will be the Contractor's responsibility to secure the site at the end of each workday to prevent the tampering of the well and injury to the public. The Contractor shall maintain secure covers over all unattended excavations and pits to prevent entry.

3.4 Staging Area

The Town will provide a staging area for storing materials and equipment upon request. At the completion of the field activities, the Contractor shall return the staging areas to their original condition. The Contractor assumes responsibility for all materials and equipment left unattended at the drill sites.

3.5 Drilling Water

Water is available on site via a standard garden-hose fitting at the nearby wellhouse. The Town will also provide a hydrant meter and location for the Contractor to use in filling water tanks. The Contractor will not be charged for water usage but shall keep records of the amount of water used. The Town will provide a meter for the Contractors use.

3.6 Disposal of Drill Cuttings

All excavated soil (especially slurry) resulting from drilling operations shall be confined by the Contractor to the immediate workspace. The Contractor will build and maintain pits for drill cuttings. Drill cutting will be disposed of on site. The Contractor shall provide the Town with sufficient notice that the pit needs to be emptied so that drilling can continue uninterrupted. The Town will be responsible for ultimate disposal of the drill cuttings.

3.7 Electrical Power

Electric power will not be available for the Contractor's use at the drill site. The Contractor is required to provide power sources needed for activities, including a generator for test pumping of the completed well.

3.8 Responsibilities of the Geologist and/or Engineer

The Geologist, Engineer, or other Town representative will be in the field during selected drilling, testing, and screen installation activities. They shall observe the work for compliance with these Specifications, have the authority to request no-cost adjustments to these Technical Specifications as the work proceeds, provide input during development, maintain a boring log, provide recommendations for well design, oversee and manage testing, and observe and document screen installation. Adjustments to these Technical Specifications by the Contractor must receive verbal approval from the Geologist and/or Engineer prior to the adjustments being made. The Geologist and/or Engineer shall propose the final drilling depth and completion depth of the well and final pump/VFD specifications (alternates as approved), but the Contractor shall also have input to these decisions. The Geologist and Engineer are under a separate contract with the Town and are paid by the Town.

3.9 Responsibilities of the Contractor

Contractor shall provide all the equipment and personal needed to drill, construct, develop, and test the well in conformance to these standards. Prior to the commencement of field operations, the Contractor will designate the representative who will be responsible to discuss work schedules and related matters with the Geologist, Engineer, and Town. The Contractor will procure all permits, licenses and certificates that may be required by law for the execution of the work described in this document. The Contractor will comply with all federal, state, and local laws, ordinances, rules, and regulations relating to the performance of the work described in this document.

When the Geologist and/or Engineer is not onsite to communicate progress on drilling, development, and other tasks, the Contractor shall maintain phone and/or email communication with the Geologist and Engineer at least daily or immediately following a significant change in geologic conditions, and the Contractor shall submit copies of their daily reports to the Geologist and Engineer in an electronic format via e-mail, scans/photo, or text at least once per week. The reports shall include a description of soil information encountered during the day, measured static water levels referenced to ground, and hourly activities and quantities (installed casing strings, screen fabrication and installation, well development, bail testing, etc.). Reports shall be recorded for each day when there are on-going field activities and reported at least weekly. The Contractor shall also be accessible by cell phone (assuming reception is available) to discuss matters as drilling proceeds. The Contractor shall maintain a boring log and samples as requested by the Geologist and/or Engineer. The Contractor is at all times responsible for the safety of the workers and any and all work performed.

The Contractor will provide the Town, Geologist, and Engineer in advance with a schedule of site work, including anticipated daily arrival and departure times and any foreseeable schedule conflicts. The Contractor is responsible for notifying the Geologist and Engineer, preferably in advance, of any delays in arriving to the site, early departure from site, or if the Contractor will not be on site during a scheduled workday.

The successful bidder shall submit a notice of intent to install a groundwater well (with fees) to the Washington State Department of Ecology (Ecology) and receive a start card prior to

mobilization as specified in WAC 173-160-420 *Well Construction Notification (Start Card)*. At the completion of the project, the Contractor will be required to complete and submit to Ecology all necessary reports and forms relating to the construction of the well (WAC 173-160-420).

3.10 Responsibilities of the Town

The project will be contracted and managed by the Town. The Town will be responsible for providing access to the site prior to mobilization, alternate bid approvals, site preparation, providing a site for drill cuttings pit, assisting the Contractor with maintenance of the cuttings pit, final disposal of drill cuttings, water disposal except as noted in Part 6.2, underground utility locates, and well location staking. The Town will also provide a hydrant meter and a standard garden-hose fitting for water. The Town will sample the well for all water quality testing at the conclusion of well testing.

3.11 Scheduling Considerations

Work hours are open but Contractor must update Town, Engineer, and Geologist of any hours outside 8 am to 5 pm, Monday through Friday. Contractor to note that hours outside of 8 am to 5 pm, Monday through Friday may not be available for the Town, Engineer, or Geologist to be onsite. Failure to comply with these specifications and failure to follow the project schedule, will result in termination of the Contract after three (3) occurrences.

3.12 Other Specifications

All work, materials, and construction shall conform to the requirements of WAC 173-160 or variances thereto. In the event of a conflict between these specifications and WAC 173-160, and in the absence of a variance from WAC 173-160, the most stringent standards or procedures shall prevail.

Part 4. Materials

4.1 Temporary 20-inch Surface Seal Casing

The temporary steel casing for Well 1-23 shall be 20-inches in diameter and shall be drilled to a depth of approximately 18 feet bgs. The temporary 20-inch surface seal casing shall be 20-inch nominal pipe with a wall thickness of no less than 0.375 inches. The temporary surface casing string shall be clean but may be new or used at the option of the Contractor. The surface seal casing will remain the property of the Contractor. The surface casing shall remain in place during the drilling of the 16-inch steel casing to approximately 200 feet bgs.

4.2 Permanent Casing

The permanent casing strings shall be new, clean, seamless, black steel pipe in accordance with American Petroleum Institute (API) Standard 5L or equivalent ASTM standards. The 16-inch casing shall be 16-inch nominal pipe with a wall thickness of not less than 0.375 inches.

4.3 Drive Shoes

The 20-inch temporary casing and the permanent 16-inch well casing shall each be fitted with a new drive shoe (optional for the 20-inch temporary casing) of the materials and configuration required to prevent damage or distortion during well drilling. Each new shoe shall have a beveled and tempered cutting edge of steel as required by the drilling method and the subsurface soil conditions. The drive shoes are to be furnished and attached by the Contractor. The Contractor is responsible for welding the shoes securely and squarely to the lead casing joints.

It will be the Contractor's responsibility to extract the 20-inch temporary surface seal casing as part of seal placement. The Contractor may use their own discretion in determining whether it is necessary to cut the drive shoe on the temporary casing for seal placement. If the Contractor elects to cut the drive shoe on the surface seal casing, then it shall be cut prior to placing the 16-inch casing in the hole.

4.4 Stainless-Steel Screen

The screen assembly for the well shall be furnished and installed by the Contractor. The screen shall be manufactured by Wheelabrator Clean Water, Inc. (Johnson Screens), Haliburton Screen Co. (Howard Smith), or approved equal. The screen shall be constructed by the winding and welding of triangular wire spirally around a circular array of longitudinal rods. The well screen shall be constructed with Type 304 stainless steel.

The diameter of the screen will either be 12-inch pipe size if a sand pack design is selected; or an alternative is 16-inch telescopic screen (14-inch pipe size) if a natural formation pack design is selected. Bids shall be based around the 16-inch telescopic screen (14-inch pipe size) with a natural formation pack design. The width of the slot openings, length, and position of the screen assembly shall be based on the grain size distribution and borehole log as determined by the Geologist and/or Engineer.

The screen bottom shall be fitted with a mild-steel tail pipe and bail bottom. The top of the screen assembly shall be fitted with a mild steel riser section, sufficient in size and length (estimated at 10') to house the pump and sleeve/shroud. The upper portion of the riser section shall be fitted with either a pressure relief section (sand pack design) or possibly a neoprene K-packer (natural design) if soil conditions allow. If a sand pack design is used, then the screen assembly shall be centered in the hole with centering guides. The Contractor is encouraged to comment on designs proposed by the Geologist and/or Engineer.

After the Geologist and/or Engineer has designed the screen assembly, the Contractor will have the responsibility to promptly order the well screen, sand pack, and fittings. A reasonable delay to manufacture and ship the screen and filter pack materials should be anticipated. No standby payment will be allowed during this period nor during the period of screen assembly design by the Geologist and/or Engineer. The Contractor shall provide labor and equipment to handle, align, assemble, and deliver the screen assembly and materials to the site, and to install the screen in the well at the prescribed depth, including backfill and grouting.

4.5 Filter Pack

The Contractor shall provide and install a filter pack around the well screen if a sand pack design is selected. The filter pack shall be a relatively uniform rounded quartz or other acceptable sand that meets gradation requirements specified by the Geologist and/or Engineer based on the boring log and samples. The sand shall be Colorado Silica Sand or equivalent.

4.6 16-inch Pitless Unit & Sounding Tubes

The completed production well shall be fitted with a continuous welded 16-inch pitless unit (18-inch upper pitless case size) to prevent pollutants from entering the well. The cap shall have two 1.25-inch-diameter, threaded plugs for making periodic water level observations. Two 1.25-inch sounding tubes shall be installed for well depth probe and redundancy extended from top of pump to top of pitless unit. Discharge depth shall be 3-feet with flanged discharge connection then capped. Unit shall extend 2-feet above final grade, be equipped with 24-mesh corrosion-resistant screen, and come with water-sampler. Baker-Monitor Model #4PS1618WBWE04F6HX, or approved equal.

4.7 Wellhead Appurtenances (Casing Extension)

The completed production well shall be fitted with a continuous welded WA Department of Ecology approved casing seal and screened vent at a minimum height of 18-inches. Discharge pipe from the well shall be 4-inch ductile iron class 50 (minimum) with ductile iron flanged fittings as shown on the accompanying drawing. All fittings shall be restrained with EBAA IRON “Megalug” flange adapters. The cap shall have two 1.25-inch-diameter, threaded plugs for making periodic water level observations. Two 1.25-inch sounding tubes shall be installed for well depth probe and redundancy extended from top of pump to top of seal. The wellhead shall be protected by concrete vault as shown in the accompanying drawings (Figure 5). The concrete vault complete with locking steel lid shall be a Model 644-LA as manufactured by Oldcastle Infrastructure, Auburn, WA. The vault shall have an open bottom to allow drainage into and heat flow from the ground.

4.8 Stainless Steel Well Pump & Column Pipe

A 300-gpm stainless steel well pump (175-foot total dynamic head [TDH]) and motor with 4-inch galvanized, schedule-40 steel column pipe shall be installed to an estimated maximum depth of 165-feet. The column pipe shall be fitted with a minimum of three (3) centering guides set at uniform intervals over its length. Material shall be suitable for three-phase, 480-Volt, 60 Hz, power to operate at 3600 rpm (nominal). One 4-inch bronze poppet, stainless steel spring, ductile iron body check valve shall be installed 1-foot directly above the well pump. Pump electrical wiring (recommended by pump manufacturer) shall be extended through the pitless unit or capped casing extension and provided with an additional 50-feet of wiring. Pump shall be fitted with an appropriate sleeve/shroud to promote proper motor cooling. Sleeve/shroud shall be 1-inch larger than pump/motor and shall extend to a distance of 4-inches below the bottom of the pump motor. The final motor, pump, & drop pipe design will be determined based on field conditions by the Geologist, Engineer, and the Town and the pump shall not be ordered until verified.

4.9 Variable-Frequency Drive (VFD)

A variable-frequency drive (VFD), sized appropriately for the selected pump, shall be furnished by the Contractor and provided to the Town. The final VFD design will be determined based on field conditions by the Geologist, Engineer, and the Town and the VFD shall not be ordered until verified.

4.10 Pressure Transducer within Sounding Tube

A pressure transducer shall be installed to an estimated maximum depth of 200-feet with 4-20 mA signal output through one 1.25-inch sounding tube. Electrical wiring shall be extended through the pitless unit or capped casing extension and provided with an additional 50-feet of wiring. Transducer shall fit within a 1.25-inch sounding tube.

4.11 Backfill

If required, pea gravel and/or bentonite chips shall be used to backfill unused portions of the borehole. Pea gravel shall be clean, washed, 3/8-inch-minus, or sized as directed by the Geologist and/or Engineer. Backfill procedures shall be authorized by the Geologist and/or Engineer. A layer of mixed gravel and bentonite chips may be installed to prevent vertical transfer of water below the screen assembly, if directed by the Geologist and/or Engineer.

4.12 Grout Materials

The Contractor shall present to the Geologist and Engineer recommendations on the grout materials to be used based on conditions encountered during drilling for review. Any bentonite, cement grout, or neat cement used shall conform to the requirements of WAC 173-160-221 and 173-160-381.

CEMENT GROUT. The cement grout shall be dry Portland cement mixed with not more than 5 percent powdered bentonite. Sacks of cement used for the grout mixture shall be new. Sacks that have been water damaged shall not be used. The two powders shall be dry mixed before addition of water. Between 5 to 6 gallons of water shall be added per 100-pound sack of cement. The mixed grout shall weigh at least 15 pounds per gallon.

BENTONITE. If pure bentonite is used as a sealing material, it shall be composed of dry, medium-size bentonite granules such as Enviroplug or Holeplug. Compressed bentonite pellets will not be allowed. Sacks of pure bentonite must be new; sacks which have been water damaged shall not be used.

HIGH SOLIDS BENTONITE GROUT. Sacks of bentonite powder used for the grout mixture shall be new with 20-percent solids. The grout materials should be mixed according to the manufacturer's recommendations. Sacks which have been water damaged shall not be used.

Part 5. Execution of Work

At all times during the progress of the work, the Contractor shall protect the well in such a manner as to effectively prevent tampering with the well, injury to individuals working on or in close proximity to the well, and the entrance of foreign matter into the well. All operations shall be conducted to prevent any destruction, scarring, or defacing of the work site and surroundings. Movement or storage of personnel and equipment within the work site shall be performed as required to prevent damage or injury.

5.1 Drilling

The drilling shall be completed using cable-tool methods; other methods shall not be allowed. The Contractor shall provide a drill rig large enough to reach the desired depths. The drilling operations shall allow the casing strings to be installed while drilling, shall allow the casing to be withdrawn at any time, and shall allow the performance of any and all other work required.

Not more than five (5) consecutive feet of open-hole drilling will be permitted except as allowed by the Geologist and/or Engineer. Heaving conditions shall be controlled by adding water to the casing string and, if necessary, by maintaining a plug of soil at the bottom of the casing. Only potable water may be used for all drilling operations. Only clean water tanks which have been used for storage of potable water *only* shall be used.

Static water levels shall be measured and recorded by the Contractor at the beginning and end of each workday and as directed by the Geologist and/or Engineer. The Contractor shall record the depth at which water is first encountered during drilling and the depths where substantial changes in formation materials occur.

5.2 Installation of Steel Casings

The temporary and permanent casing strings shall be advanced during drilling and shall be maintained within five (5) feet of the bottom of the hole or as allowed by the Geologist and/or Engineer.

The Contractor shall mark the outside of the casing every foot during drilling, and both the drilling line and the sand line shall be marked to track the length of cable in comparison to the length of the casing string.

5.3 Installation of Surface/Formation Seal

The Contractor shall advance the 20-inch temporary surface seal casing to an approximate depth of 18 feet bgs. If the Contractor elects to cut the optional 20-inch drive shoe for placement removal of the temporary casing, then the drive shoe shall be cut prior to installing the permanent 16-inch well casing. The temporary surface seal casing will remain in place during the drilling of the 16-inch steel casing to approximately 200 feet bgs.

A surface seal will be installed in the annular space outside the 16-inch casing (18-inch pitless unit) or casing extension while the temporary 20-inch casing is removed in accordance with

WAC 173-160-221 and 173-160-231. The Contractor will select the seal material from those specified in Section 4.12 and as approved by the Geologist and/or Engineer. The seal material will be pumped or installed via tremie pipe from the bottom to the top of the annulus. Alternate methods for completing this seal may be allowed if approved by the Geologist, Engineer and/or Town.

5.4 Installation of Stainless-Steel Screen Assembly

After the screen assembly has been recommended by the Geologist and/or Engineer and approved by the Town, the Contractor shall promptly order the well screen. The Contractor is invited to comment on the draft well screen design proposed by the Geologist and/or Engineer. A reasonable delay to manufacture and ship the screen should be anticipated. No standby payment shall be allowed during this period. The Contractor shall provide labor and equipment to handle, align, assemble, and deliver the screen assembly and materials to the site, and to install the screen in the well at the prescribed depth.

The screen shall be installed by the pull-back method. The Contractor shall provide a firm base on which to rest the screen assembly prior to pulling back the casing. Prior to pulling back the casing, the Contractor shall decide whether to cut the 16-inch casing above the drive shoe. The Contractor takes full responsibility for ensuring that their decision does not compromise the well installation. If the drive shoe is cut, the Contractor takes full responsibility for ensuring a complete cut that separates the shoe and remnant from the 16-inch casing.

If a sand pack design is used, then the Contractor shall install centering guides to ensure that the well screen is centered in the borehole. Centering guides shall also be placed on the riser pipe above the screen interval no matter which screen size is utilized. The sand pack shall be placed incrementally as the screen is exposed and developed to minimize the potential for sand bridging and voids.

5.5 Welding

Welds shall be full, continuous, the full thickness of the pipe wall, and shall be done in accordance with applicable standards of the American Welding Society. All joints shall be watertight.

Casing and pitless unit or capped casing extension shall be joined by butt welding using an electric arc so that the welded joint has 100-percent or more of the strength of new casing. The use of external diamonds, steel straps, or other unnecessary reinforcements shall not be allowed. The Contractor is responsible for the integrity of all welds made during the construction of the well. The Contractor shall not be paid for any well that has to be abandoned due to a broken weld and shall be required to properly abandon and replace the well at their own expense.

A 1.25-inch threaded port and plug, with 1.25-inch sounding tube to pump depth, shall be installed on the pitless unit cap or capped casing extension to facilitate subsequent water level measurement.

5.6 Alignment Testing and Video Logging

The Contractor shall exercise care to construct a well that is straight and plumb. The Contractor shall continuously maintain a check on the hole alignment. The basic alignment requirements are that the well allows the installation of drilling tools and the screen assembly. The production well shall be straight enough to accept the drop pipe and submersible pump of sufficient diameter to allow operation of the well to its maximum capable yield which is estimated to be up to 300 gpm. The well will not be accepted or paid for unless these conditions are fully met.

During construction and upon completion of the well, the Town will require the Contractor to test and demonstrate to the Town's satisfaction that the completed casing installation is truly straight and plumb. The maximum divergence from vertical that shall be permitted in the plumbness of the finished well casing is $\frac{2}{3}$ the smallest inside diameter of that part of the well casing being tested per 100 feet of length. To measure plumbness, the Contractor shall provide the necessary labor and materials to conduct a plumb-bob test as described on pages 336 and 337 in "Ground Water and Wells" (Johnson, 1986, second edition). Final interpretation of measurements shall be in conformance with Appendix D of AWWA A-100 suitable for installation of a pump and column measuring 8-inches in diameter. The plumb-bob test shall be performed under the direction of the Geologist and/or Engineer. Straightness shall be tested using a dummy which is $\frac{1}{2}$ inches smaller in diameter than the nominal casing dimension. The alignment tests shall be paid for at the unit bid price for "Authorized Hourly Work," in Bid Item 9. If results of the tests show that the plumbness or straightness do not meet the requirements, the Contractor shall bear the expense of the test and correction of the misalignment including possible abandonment and replacement of the well. Should the Contractor fail to correct such faulty straightness or plumbness, the Town may refuse to accept or pay for the well. The Town may waive the requirements of this paragraph for plumbness if, in their judgement: (a) the Contractor has exercised all possible care in constructing the well and the defect is due to circumstances beyond their control; (b) the utility of the completed well will not be materially affected; (c) the cost of necessary remedial measures will be excessive.

A full video televising of the completed well (full depth) shall be completed by the Contractor and provided to the Town, Engineer, and Geologist.

5.7 Drilling Refusal or Stuck Tools

If, after diligent attempts by the Contractor, the drill tools cannot penetrate to the required borehole total depth because of a boulder, cobble, accumulated wall friction, or inability to retrieve tools from the borehole, the Geologist and/or Engineer shall authorize the borehole to be abandoned in accordance with Part 5.14 and an alternate boring shall be drilled.

5.8 Material Sampling

Representative soil samples shall be collected during drilling from the sand-pump bailer. During open-hole drilling, samples of fine-grained or silt-bound sediment (shoe cuttings) shall be collected immediately after driving the casing through previously drilled open hole. In drill-and-drive conditions, samples of loose granular soils shall be collected after driving the casing ahead. If multiple bailings are needed to remove the plug, then the last bailing shall be considered the

most representative. In drive-and-bail conditions, samples of loose granular soils shall be collected once bailing reaches the casing shoe or below whenever possible.

Samples of the cuttings shall be taken every five (5) feet during drilling of confining or non-aquifer materials and/or whenever a change in formation is encountered, or additionally as directed by the Geologist and/or Engineer. Samples shall be taken every three (3) feet during drilling of potential aquifer zones. Samples from the bailer shall be deposited on top of a clean, 4-foot by 8-foot by 3/4-inch (minimum) plywood sheet provided by the Contractor. The material shall be adequately mixed to provide a representative sample. Retained samples shall not be less than one (1) gallon and shall be kept in re-sealable plastic bags provided by the Contractor and clearly labeled with well name (Well 1-23) and depth. Samples shall be collected regardless of the presence of the Geologist and/or Engineer.

Borehole logging over select intervals will be conducted by the Geologist and/or Engineer for the purposes of this project and must also be completed by the Contractor for fulfillment of State requirements (Section 5.14). The Contractor shall have access to the Geologist and/or Engineer's log. The Contractor shall endeavor to provide information on drilling conditions that will assist the Geologist and/or Engineer in making determinations of lithology.

5.9 Bail Testing

The Geologist and/or Engineer may, at any depth within the targeted water-bearing zone, request the driller to perform a bail-down test. The driller shall provide and use a dart-valve bailer to perform the bail-down test for the duration indicated by the Geologist and/or Engineer. Prior to starting the test, the driller shall bail out any formation material within the casing. The Geologist and/or Engineer shall measure and record the depth to water in the hole before and after the bail-down test. The driller shall carefully mark the sand-pump bailer line so that the depth to water can be tracked during the test.

5.10 Well Development

The well shall be developed to stabilize the aquifer materials and to remove silt and fine sand from the vicinity of the screened sections. The development method shall be determined by the Contractor and approved by the Geologist and/or Engineer after the well is installed.

Development may involve one or more of the following methods, as deemed necessary by the Geologist and/or Engineer:

- surging within the open area of the screen with an approved surge block of appropriate diameter, and removing material deposited inside the screen with a sand-pump bailer,
- pumping in combination with surging, or
- water jetting and/or air lift pumping.

The progress of development shall be recorded by the Contractor during the entire development operation and submitted daily to the Geologist and Engineer via e-mail or text in a legible format. The records shall include the length of the sand column that has settled to the well bottom, the duration of each surging cycle or jetting/airlifting operation, the speed of the

reciprocating surge block movement (strokes per minute), and sand content of any discharge water that may be pumped as part of well development. Development shall continue until the Geologist and/or Engineer determines that further development is unnecessary.

The final stage of well development will be performed after the test pump is installed. The Contractor shall pump the well for up to approximately 2 hours, or until the water is clear and visual turbidity in the discharge water has stabilized.

5.11 Well Disinfection

The Contractor shall steam clean and disinfect all tools and equipment to be used in or on the well prior to their arrival on site and shall protect all such equipment from possible contamination at all times during the course of the project. Disinfection with a chlorine solution shall conform to requirements of WAC 173-160-331.

The screen assembly shall be steam cleaned and disinfected on the day of screen installation.

Disinfection of the well during drilling is required using a chlorine solution. This solution shall be supplied by the Contractor and applied with the welding of each casing joint. The Contractor shall disinfect the well in accordance with WAC 173-160-331 after it has been developed, tested, and final appurtenances are installed. The Town reserves the right to require disinfection before bacteriological testing.

The Town will sample the well for all water quality testing at the conclusion of well construction from the contractor-provided temporary test pump. The pump is to remain in the well until coliform results are known. No standby payment will be allowed during this period. If the well fails to pass, the Town may require the Contractor to disinfect the well and pump the well sufficiently to allow for re-sampling to occur at Contractor's expense.

5.12 Pumping Tests

The Contractor shall furnish, install, and operate all temporary pumping equipment, throttling devices, valves, piping, measuring instruments, and up to 100 feet of discharge water conveyance system required for pumping tests, and shall provide personnel to continuously operate and maintain the equipment during the tests. The Contractor will furnish power for test pump operation.

The pumping equipment shall be capable of pumping up to 300 gpm from a pumping level of approximately 200 feet. The pumping equipment shall have a gate valve or other throttling devices to allow the discharge to be reduced to as little as 150 gpm during short periods of time (i.e., 30 minutes). The Contractor should assume a pump intake setting of up to 200 feet bgs. A final setting will be defined based on the final construction details of the well. The pumping equipment shall be capable of continuous operation for 24 hours without stopping for maintenance or other causes. The pumping equipment shall be capable of discharging at a constant rate (within five percent variation) to be determined after drilling.

The Contractor shall provide all fittings, and two temporary, perforated, 1.25-inch sounding tubes for guiding an electric well sounder and a cable-suspended transducer down the well. Both sounding tubes shall be perforated in the lower 10 feet and capped at the bottom. The sounding tubes shall extend to the top of the test pump and not contain solvent welds. The Geologist will supply water level monitoring equipment for use during the testing periods. The Contractor shall be responsible for the ability to obtain water level measurements using an electric well sounder and suspend a cable-suspended transducer during testing and shall assist the Geologist and/or Engineer in manually measuring of the water levels as required. The Geologist will program the transducer datalogger prior to deployment.

The orifice method is the preferred method for flow measurement. Every effort shall be made to place the orifice near the pumping well. If this cannot be accomplished, the Contractor shall, at no additional cost, provide an accurate, in-line flow meter that reads both instantaneous and cumulative discharge. If requested by the Geologist and/or Engineer, a small port shall be installed for installation of a Rossum™ Sand Tester according to the manufacturer's specifications.

Discharge water will be conveyed to the west. Up to 100 feet of conveyance should be anticipated.

5.13 Abandonment and Decommissioning

If the well does not meet the alignment, depth, or other requirements, or if the Contractor stops work, the well will be considered abandoned. A new well shall be started in the immediate vicinity at a location designated by the Town. The Contractor may, at their own expense, remove any ungrouted casing from the abandoned well. An abandoned well shall be backfilled and sealed by grouting in accordance with WAC 173-160-381. In the event a well is abandoned because of plumbness, obstruction, collapse, breakage, off-set, conditions listed in Part 5.7, or construction error, the Contractor will not be paid for the well or associated drilling and will drill a replacement well nearby for which the Contractor will be paid.

In the event of abandonment because of a dry hole as determined by the Geologist and/or Engineer, the Contractor shall be paid for drilling and decommissioning the subject boring.

5.14 Well Construction Records

The Contractor shall keep a daily written log of operations, including size and length of the casing placed; character, depth, and thickness of all formations penetrated; screen location; progress of development work and test pumping; and cause of any delays. Duplicate copies of this log shall be furnished to the Geologist and Engineer, by email or photo sent via SMS text, on a daily basis while work is in progress.

The Contractor shall use their best skills and knowledge to obtain the maximum information regarding the various formations and conditions encountered. An accurate log of the well shall be kept as the hole is drilled, and the depth and nature of encountered materials recorded at all changes in formation. This log shall be completed regardless of any logs maintained by the Geologist and/or Engineer.

All records and reports required by the State of Washington shall be prepared and submitted directly to the applicable department or agency by the Contractor. Copies of such records and reports shall also be submitted concurrently to the Town.

Part 6. Waste Materials

6.1 Excavated Soil

The Contractor shall confine all excavated soil (especially slurry) resulting from drilling operations to the site as designated by the Town. The Contractor and the Town shall, at the preconstruction meeting, discuss and approve the means to be used. For planning purposes, use of a cuttings pit to contain all soil and slurry is presumed (see Section 3.6).

6.2 Waste Water

Water resulting from well development may be placed in a straw bermed area or the cuttings pit, and allowed to infiltrate, provided it does not overflow and run outside of the perimeter of the site property or create an erosion problem. If the water cannot be disposed of by infiltration in the pit and cannot be contained onsite, the Contractor shall pump it into a portable storage tank. The Contractor shall provide and transport waste water in the storage tank and dispose of it at an appropriate location as approved by the Town.

Water resulting from test pumping operations shall be piped above grade to the discharge points designated by the Town (west of Well 1-23 location). The Contractor should assume up to 100 feet of conveyance discharge pipe for bidding purposes. Erosion protection shall be provided by the Contractor. No water shall reach a Water of the U.S.

6.3 Miscellaneous

All miscellaneous trash such as lunch material, cement, or pea gravel bags, etc., shall be hauled from the site by the Contractor and disposed of in a responsible manner. A litter bag shall be maintained at the drilling site. Accommodations for sanitation shall be provided by the Contractor through all phases of the project. The Contractor shall clean up the drilling site and restore it to its initial condition, prior to final acceptance.

Part 7. Health and Safety

The Contractor shall be fully responsible for developing a Site Safety Plan that includes proper precautions, monitoring and other protocols as mandated by the Washington State COVID-19 response and return to work plans. The Contractor shall comply with Governor Inslee's Construction COVID-19 Job Site Requirements, if applicable at the start of construction.

It is not anticipated that dangerous or hazardous materials will be encountered during drilling operations. It is expected that the Contractor will follow all applicable OSHA and WISHA

regulations and that all personnel at each site will wear clothing and equipment appropriate to heavy drilling operations.

Part 8. Measurement and Payment

It is the intention of these specifications that the work described under each bid item is sufficient to complete the item. However, work and material not specifically listed in these specifications, but required in the contract documents, regulation, or general practice shall also be included in the Contractor's bid. Bid items shall include all equipment, labor, material, and transportation necessary to complete the work. Any down time incurred by the Contractor, other than that requested by the Town, will not be a pay item. No payment will be made for borings/wells that have not been completed in accordance with Chapter 173-160 WAC "Minimum Standards for Construction and Maintenance of Wells" or more stringent standards outlined in these specifications.

Payment to the Contractor will be based on work satisfactorily completed, as determined by the Town, and described in applications for payment forwarded to the Town by the Contractor. Invoices shall be submitted in the same form as shown under "Bid Items." Pay estimates and compensation will be based on actual work performed by the Contractor. Payment requests shall be submitted initially to the Geologist and Engineer for their review prior to submittal to the Town.

The items and their corresponding quantities shown on C-410 - Bid Form represent the Town's best approximation of the scope of work and are for the specific purpose of comparing bids. The Town does not guarantee that the bid quantities are correct or that the stated tasks will be performed. Approval of Alternate Bid Line Items will be at the discretion of the Town. The Town reserves the right to vary the quantities or delete items in their entirety, and the Contractor will not be entitled to any extra payment where quantities are decreased or deleted.

8.1 Bid Item 1 – Mobilization / Demobilization

The lump sum contract price shown shall cover the complete cost of furnishing all work and materials necessary to move and organize equipment and personnel required to complete drilling, installation, development, and testing. The price will also include developing a Site Safety Plan and Spill Response Plan, containing drilling spoils and waste water, containing and hauling waste materials (trash); and obtaining all necessary permits and licenses, including notification of Department of Ecology at least 72 hours prior to commencement of well drilling. All drilling equipment shall be steam cleaned and disinfected before mobilization to the project site. The Contractor shall maintain the site and access during all drilling activities and the price shall include materials and labor to move all personnel, equipment, and materials off the site after completion. The Contractor shall clean up the site prior to final acceptance. Payment will be at 50 percent of LUMP SUM at the initiation of work and the remaining 50 percent at the conclusion of the project.

8.2 Bid Item 2 – Install Surface/Formation Seal

The linear foot price shall cover the complete cost of all materials, labor, and equipment necessary for the installation of a minimum 20-inch formation seal to a minimum depth of 18 feet. This includes drilling the 20-inch borehole, installing the required 20-inch temporary casing string, the 20-inch optional drive shoe, the 20-inch drive shoe cut, cement and bentonite grouts, and labor to remove the casing and install the grout. Payment will be per LINEAR FOOT of seal casing placed below ground surface.

8.3 Bid Item 3 – 16-Inch Drive Shoe

The unit price shown shall cover the complete cost of all materials, labor, and equipment necessary to provide and install a 16-inch drive shoe for the leading edge of the 16-inch permanent casing string. Payment will be per EACH.

8.4 Bid Item 4 – Drill 16-Inch Borehole Below the Formation Seal

The linear foot price shown shall cover the complete cost of all materials, labor, and equipment necessary to drill the 16-inch boring to the required depth. The Bidder should assume that the 16-inch borehole will be drilled to a depth of 200 feet bgs. Payment will be per LINEAR FOOT of borehole drilled below the surface/formation seal depth of 18 feet (182-foot advancement).

8.5 Bid Item 5 – Furnish and Install 16-Inch Well Casing

The linear foot price shown shall cover the complete cost of all materials, labor, and equipment necessary for the installation of the required 16-inch casing string, complete and in place. Payment will be per LINEAR FOOT of casing welded onto the casing string and installed below ground (with allowance for 2 feet of stickup).

8.6 Bid Item 6 – 16-Inch Drive Shoe Cut

The unit price shown covers the complete cost of all materials, labor, and equipment to successfully cut the 16-inch casing near the drive shoe. The Contractor shall cut the shoe prior to pulling back the 16-inch casing and takes full responsibility for ensuring a complete cut. Payment will be per EACH.

8.7 Bid Item 7 – Furnish Screen Assembly and Other Materials

The Contractor shall be paid the documented invoice cost plus 10 percent markup for the screen and screen assembly accessories, backfill material, weld rings, tail and riser pipe, bail bottom, K-packers, filter pack materials, other screen appurtenances, and other materials, required and authorized by the Town that are not covered by other items in these Specifications. In addition, the Contractor will be paid for the cost of freight incurred for the shipping of materials plus 10 percent markup. Fabrication of the screen assembly will be paid at the bid hourly rate for authorized hourly work. Bids shall be based around the 16-inch telescopic screen (14-inch pipe size) with a natural formation pack design.

The Contractor shall not fill in an amount of Bid Item 7 on the Contract Proposal. The amount shown is approximate and for the comparison of bids only. Payment will be as described above.

8.8 Bid Item 8 – Wellhead Appurtenances (Casing Extension)

The unit price shown covers the complete cost of all materials, labor, and equipment to successfully install the detailed wellhead appurtenances (casing extension), maximum 200-feet of 1.25-inch sounding tubes (quantity = 2), and well enclosure as shown on the accompanying drawing (Figure 5). Payment will be per LUMP SUM.

8.9 Bid Item 9 – Authorized Hourly Work

The hourly price shall cover the furnishing of all equipment, labor, tools, and miscellaneous material necessary to perform bail-down tests, alignment tests where results meet requirements of these specifications (Section 5.6), fabricate and install the screen assembly (based upon a natural gravel pack, pull back 16-inch casing to expose the screen, perform development work, and other similar construction activities not described under other bid items and as approved by the Town. Bids shall be based around the 16-inch telescopic screen (14-inch pipe size) with a natural formation pack design.

No payment will be made to the Contractor for the hourly work being performed when any equipment is being repaired, cleaned, when the equipment is not in good working condition, or a suitable crew is not on duty at the site. Records for this work shall be maintained by the Contractor, Engineer, and/or the Geologist. Payment will be per HOUR of work approved by the Town.

8.10 Bid Item 10 – Credit for 16-Inch Casing Removed

The linear foot price shown shall be credited to the Town for all usable 16-inch casing removed from the ground. Useable casing shall be undamaged round casing at least 7 feet in length. Credit will be per LINEAR FOOT.

8.11 Bid Item 11 – Furnish and Install Temporary Pumping Test Equipment and Discharge Pipe

The lump sum price per each shall cover the complete cost for all labor and for furnishing, installing, and removing temporary test pump equipment including pump, valves, flow meter, sampling tap, sounding tubes, sand tester, orifice/manometer, discharge pipe, etc., in the completed and developed well. The price covers the complete cost of all labor, materials, and equipment necessary to route the pump-test discharge water to a discharge point selected by the Town. The Contractor should assume the discharge point is 100 feet from the well. All equipment and material required to perform this work shall be provided by the Contractor, shall be removed by the Contractor immediately upon completion of the pumping tests, and shall remain the property of the Contractor. The price also includes provision of a generator capable of running the pump equipment for the full duration of the 24-hour test. Payment will be LUMP SUM.

8.12 Bid Item 12 – Hourly Work for Pumping Tests

The price shown covers the complete cost of all materials, labor, and equipment to conduct the step-rate and constant-rate tests and collect data as directed by Geologist and/or Engineer. The Contractor may be onsite for the duration of testing unless otherwise arranged with the Geologist and/or Engineer and approved by the Town. The Geologist and/or Engineer will maintain records for this work, as shall the Contractor, and their records shall be binding. Payment will be per HOUR of continuous pumping and monitoring as directed. Failure to maintain continuous pumping for a minimum of 24 hours as directed may make the test work ineligible for payment.

8.13 Bid Item 13 – Extra Materials

The Contractor shall be paid the invoice amount plus 10 percent handling for extra materials such as bentonite and pea gravel bags required and authorized by the Town that are not covered by other items in these specifications.

The Contractor shall not fill in an amount of Bid Item 13 on the Contract Proposal. The amount shown is approximate and for the comparison of bids only. Payment will be as described above.

8.14 Bid Item 14 – Standby Time

Standby time will be paid for such designated time when the Contractor's operations are delayed for the convenience of the Town as directed by the Town. The Contractor will be entitled to reimbursement for each such delay in excess of one-half hour. Idle time required for adverse weather conditions, maintenance of equipment, loss of equipment down the hole and recovery thereof, lack of supplies and manpower, or caused by failure of equipment, will not be measured as standby. No standby payment will be allowed during the period where the contractor is manufacturing and shipping the screen assembly, Geologist and/or Engineer is designing the screen or other well appurtenances, or during temporary pump rest-time in well.

Standby time will not be paid for on non-working days or after the established daily working hours regardless of the number of drilling crews that may be shut down, unless the Contractor has previously been granted permission to work on such days. Both the Geologist, Engineer, and the Contractor's representative shall jointly record any instances, and the time involved in excess of one-half hour. Payment will be per hour of standby time actually authorized and approved by the Town.

8.15 Bid Item 15A – Stainless Steel Well Pump & Column Pipe – ALTERNATE

The Contractor shall be paid the documented invoice cost plus 10 percent markup for the well pump, motor, column pipe, and other materials, required and authorized by the Town that are not covered by other items in these Specifications. In addition, the Contractor will be paid for the cost of freight incurred for the shipping of materials plus 10 percent markup. Fabrication of the equipment assembly will be paid at the bid hourly rate for authorized hourly work.

The Contractor shall not fill in an amount of Bid Item 15A on the Contract Proposal. The amount shown is approximate and for the comparison of bids only. Payment will be as described above.

8.16 Bid Item 16A – Authorized Hourly Work – ALTERNATE

The hourly price shall cover the furnishing of all equipment, labor, tools, and miscellaneous material necessary to perform install of pump and appurtenances, and other similar construction activities not described under other bid items and as approved by the Town.

No payment will be made to the Contractor for the hourly work being performed when any equipment is being repaired, cleaned, when the equipment is not in good working condition, or a suitable crew is not on duty at the site. Records for this work shall be maintained by the Contractor, Engineer, and/or the Geologist. Payment will be per HOUR of work approved by the Town.

8.17 Bid Item 17B – Variable-Frequency Drive (VFD) – ALTERNATE

The Contractor shall be paid the documented invoice cost plus 10 percent markup for the variable-frequency drive (VFD), and other materials, required and authorized by the Town that are not covered by other items in these Specifications. In addition, the Contractor will be paid for the cost of freight incurred for the shipping of materials plus 10 percent markup.

The Contractor shall not fill in an amount of Bid Item 17B on the Contract Proposal. The amount shown is approximate and for the comparison of bids only. Payment will be as described above.

8.18 Bid Item 18C – Pressure Transducer within Sounding Tube – ALTERNATE

The Contractor shall be paid the documented invoice cost plus 10 percent markup for the pressure transducer, and other materials, required and authorized by the Town that are not covered by other items in these Specifications. In addition, the Contractor will be paid for the cost of freight incurred for the shipping of materials plus 10 percent markup. Fabrication of the equipment assembly will be paid at the bid hourly rate for authorized hourly work.

The Contractor shall not fill in an amount of Bid Item 18C on the Contract Proposal. The amount shown is approximate and for the comparison of bids only. Payment will be as described above.

8.19 Bid Item 19C – Authorized Hourly Work – ALTERNATE

The hourly price shall cover the furnishing of all equipment, labor, tools, and miscellaneous material necessary to perform pressure transducer install, and other similar construction activities not described under other bid items and as approved by the Town.

No payment will be made to the Contractor for the hourly work being performed when any equipment is being repaired, cleaned, when the equipment is not in good working condition, or a suitable crew is not on duty at the site. Records for this work shall be maintained by the Contractor, Engineer, and/or the Geologist. Payment will be per HOUR of work approved by the Town.

8.20 Bid Item 20D – 16-inch Pitless Unit & Sounding Tubes - ALTERNATE

The unit price shown covers the complete cost of all materials, labor, and equipment to successfully install the 16-inch pitless unit & maximum 200-feet of 1.25-inch sounding tubes (quantity = 2). Payment will be per LUMP SUM.

8.21 Bid Item 21D – Authorized Hourly Work – ALTERNATE

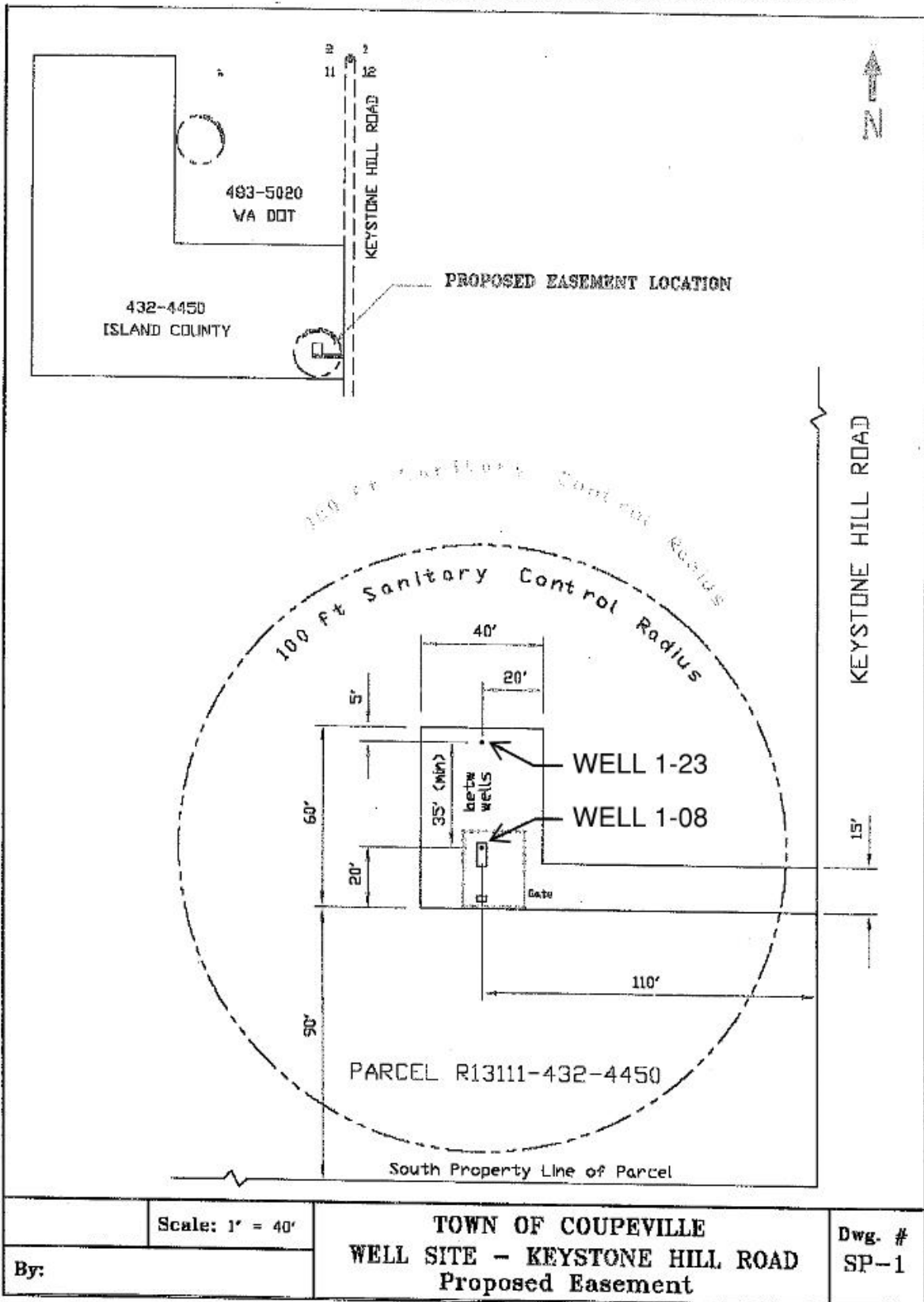
The hourly price shall cover the furnishing of all equipment, labor, tools, and miscellaneous material necessary to perform install of pitless unit, and other similar construction activities not described under other bid items and as approved by the Town.

No payment will be made to the Contractor for the hourly work being performed when any equipment is being repaired, cleaned, when the equipment is not in good working condition, or a suitable crew is not on duty at the site. Records for this work shall be maintained by the Contractor, Engineer, and/or the Geologist. Payment will be per HOUR of work approved by the Town.

ATTACHMENTS:

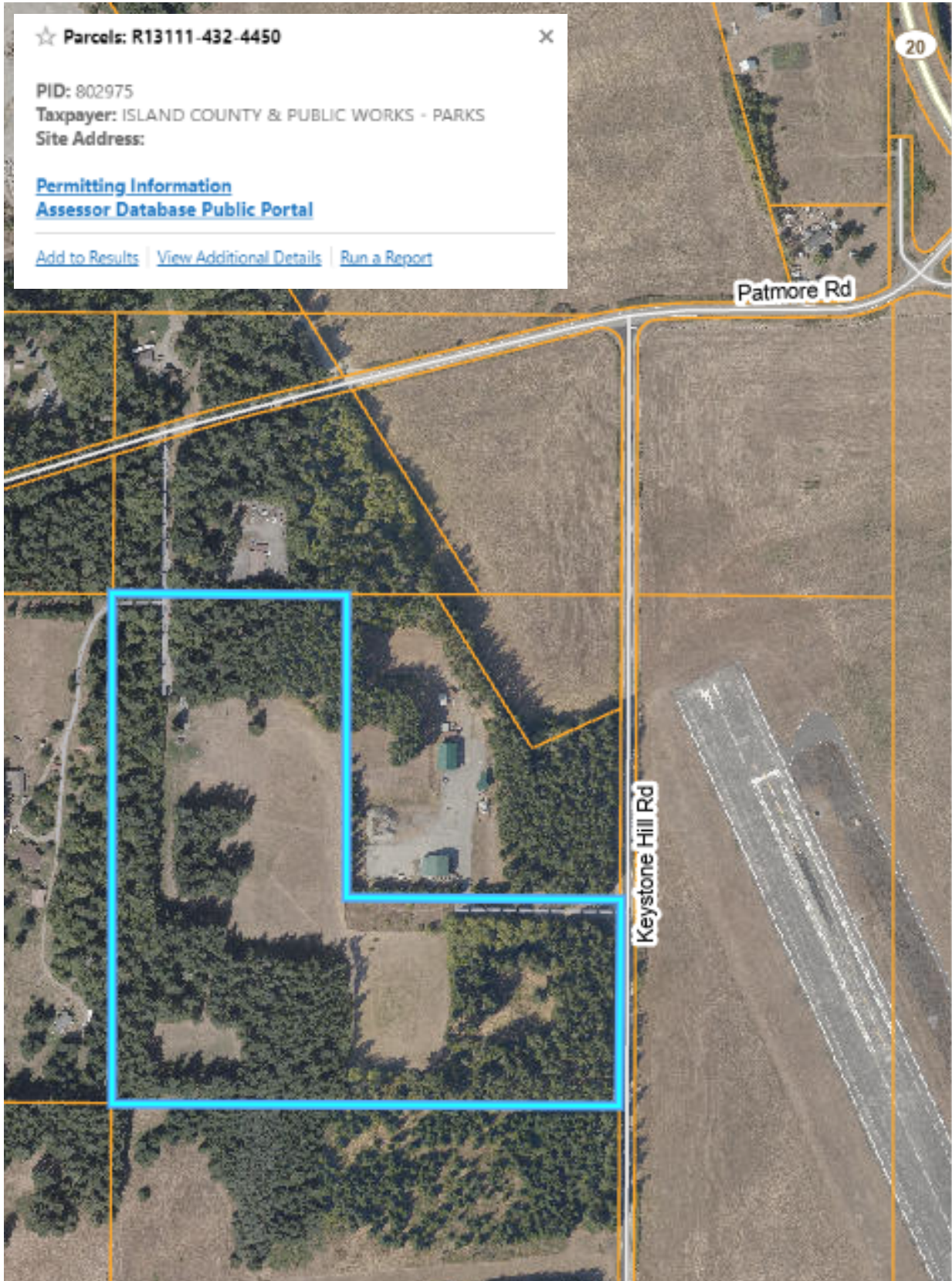
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FIGURE 1



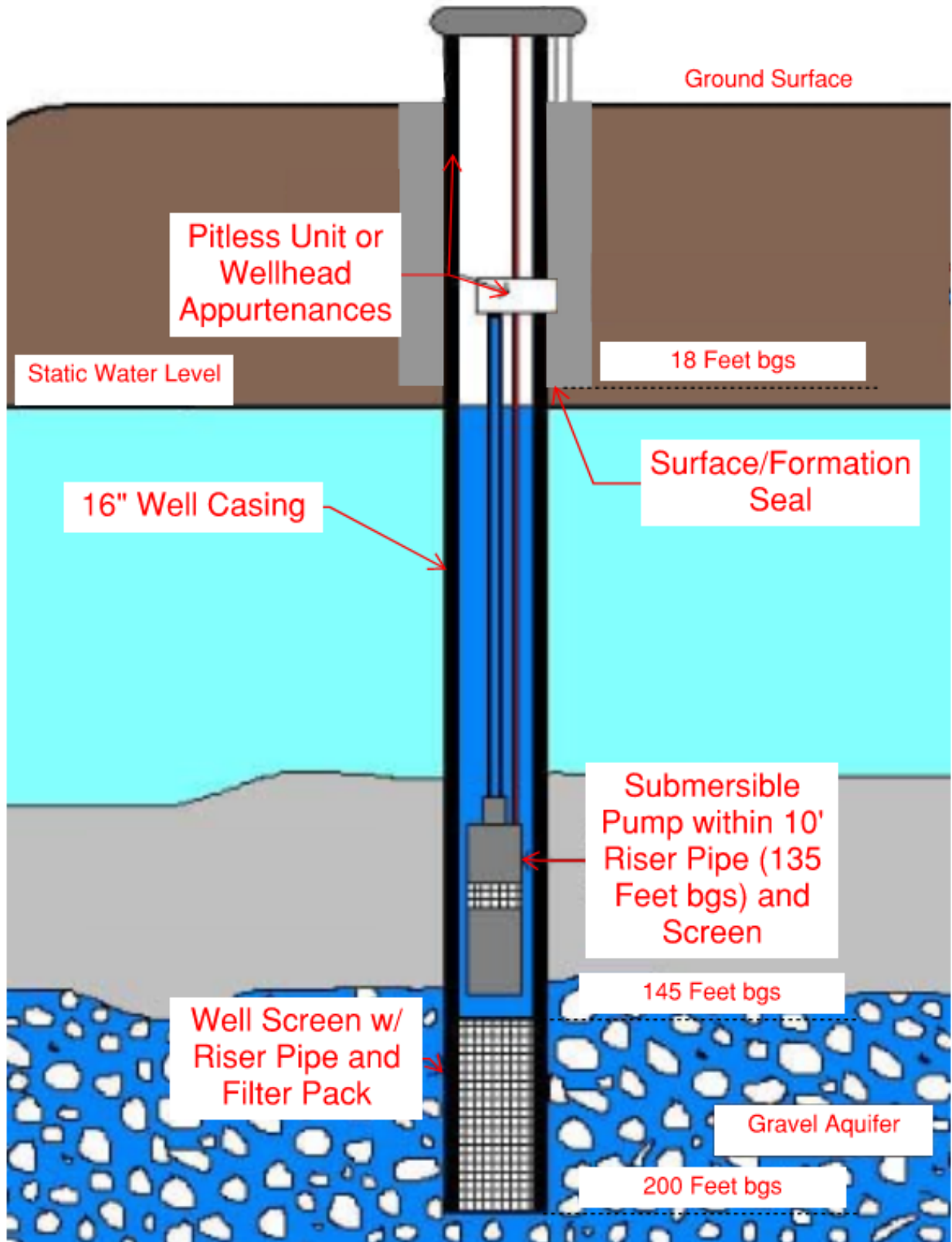
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FIGURE 2



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FIGURE 3



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The Department of Ecology does NOT Warrant the Data and/or the Information on this Well Report.

FIGURE 4

973996

31-E-11A



WATER WELL REPORT

Original & 1st copy - Ecology, 2nd copy - owner, 3rd copy - driller

Construction/Decommission ("x" in circle)

Construction

Decommission ORIGINAL INSTALLATION

Notice of Intent Number

PROPOSED USE: Domestic Industrial Municipal
 DeWater Irrigation Test Well Other

TYPE OF WORK: Owner's number of well (if more than one) Keyse
 New well Reconditioned Method: Dug Bored Driven
 Deepened Cable Rotary Jetted

DIMENSIONS: Diameter of well 12 inches, drilled 200 ft.
Depth of completed well 190 ft.

CONSTRUCTION DETAILS
Casing Welded 12" Diam. from +3 ft. to 144 ft.
Installed: Liner installed " Diam. from ft. to ft.
 Threaded " Diam. From ft. to ft.

Perforations: Yes No
Type of perforator used

SIZE of perfs in by in. and no. of perfs from ft. to ft.

Screens: Yes No K-Pac Location
Manufacturer's Name Johnson
Type SS Model No. PS
Diam. Slot size 0.040 from 142 ft. to 182 ft.
Diam. Slot size from ft. to ft.

Gravel/Filter packed: Yes No Size of gravel/sand 8 x 12
Materials placed from 122 ft. to 190 ft.

Surface Seal: Yes No To what depth? 20 ft.
Material used in seal bentonite
Did any strata contain unusable water? Yes No
Type of water? Depth of strata
Method of sealing strata off

PUMP: Manufacturer's Name
Type: H.P.

WATER LEVELS: Land-surface elevation above mean sea level 200 ft.
Static level 125.0 ft. below top of well Date 3/4/08
Artesian pressure lbs. per square inch Date
Artesian water is controlled by cap, valve, etc.)

WELL TESTS: Drawdown is amount water level is lowered below static level
Was a pump test made? Yes No If yes, by whom? R,N&S
Yield: 302 gal./min. with 20.1 ft. drawdown after 24 hrs.
Yield: gal./min. with ft. drawdown after hrs.
Yield: gal./min. with ft. drawdown after hrs.

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

Time	Water Level	Time	Water Level	Time	Water Level
1	129.3	5	128	30	125.9
2	128.4	10	126.4	45	125.8
3	127.8	15	126.1		

Date of test Bailer test gal./min. with ft. drawdown after hrs.
Airtest gal./min. with stem set at ft. for hrs.
Artesian flow g.p.m. Date
Temperature of water 51.5 Was a chemical analysis made? Yes No

WELL CONSTRUCTION CERTIFICATION: I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

Driller Engineer Trainee Driller or trainee License No. 1146
Name (Print Last, First) Dodge, Billy A
Driller/Engineer/Trainee Signature [Signature]
IF TRAINEE: Driller's License No.
Driller's Signature:

CURRENT

Notice of Intent No. WE07945

Unique Ecology Well ID Tag No. AFT 338

Water Right Permit No. CG1-00845S

Property Owner Name Town of Coupeville

Well Street Address Keystone Hill Road

City Coupeville County Island

Location NE1/4-1/4 NE1/4 Sec 11 TwN 31N R 1E

EWM
Or
WWM

Lat/Long

(s, t, r Still Lat Deg 48 Min 192 Sec 33

REQUIRED) Long Deg 122 Min 637 Sec 99

CONSTRUCTION OR DECOMMISSION PROCEDURE
Formation: Describe by color, character, size of material and structure, and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of information. (USE ADDITIONAL SHEETS IF NECESSARY.)

MATERIAL	FROM	TO
Top soil, brown	0	3
Silty sand, gravel, tight, br	3	10
Silty gravel tight brown	10	25
Silty gravel tight gray	25	28
Silty sand w/fine gravel gray	28	58
Silty sand w/trace gravel gra	58	80
Silty sand, gray	80	133
Silty clay w/trace gvl gray	133	140
Siltbound gravel gray	140	143
Silty sand gvl gray some wate	143	145
Sand gravel gray water	145	153
Dirty sand & gvl w/trc silt	153	157
sand, fine gray	157	163
Sand, fine gray w/Trc gvl	163	176
Sand fine-med gray	176	182
Sand fine silty gray	182	200

RECEIVED
MAR 27 2008
DEPT. OF ECOLOGY

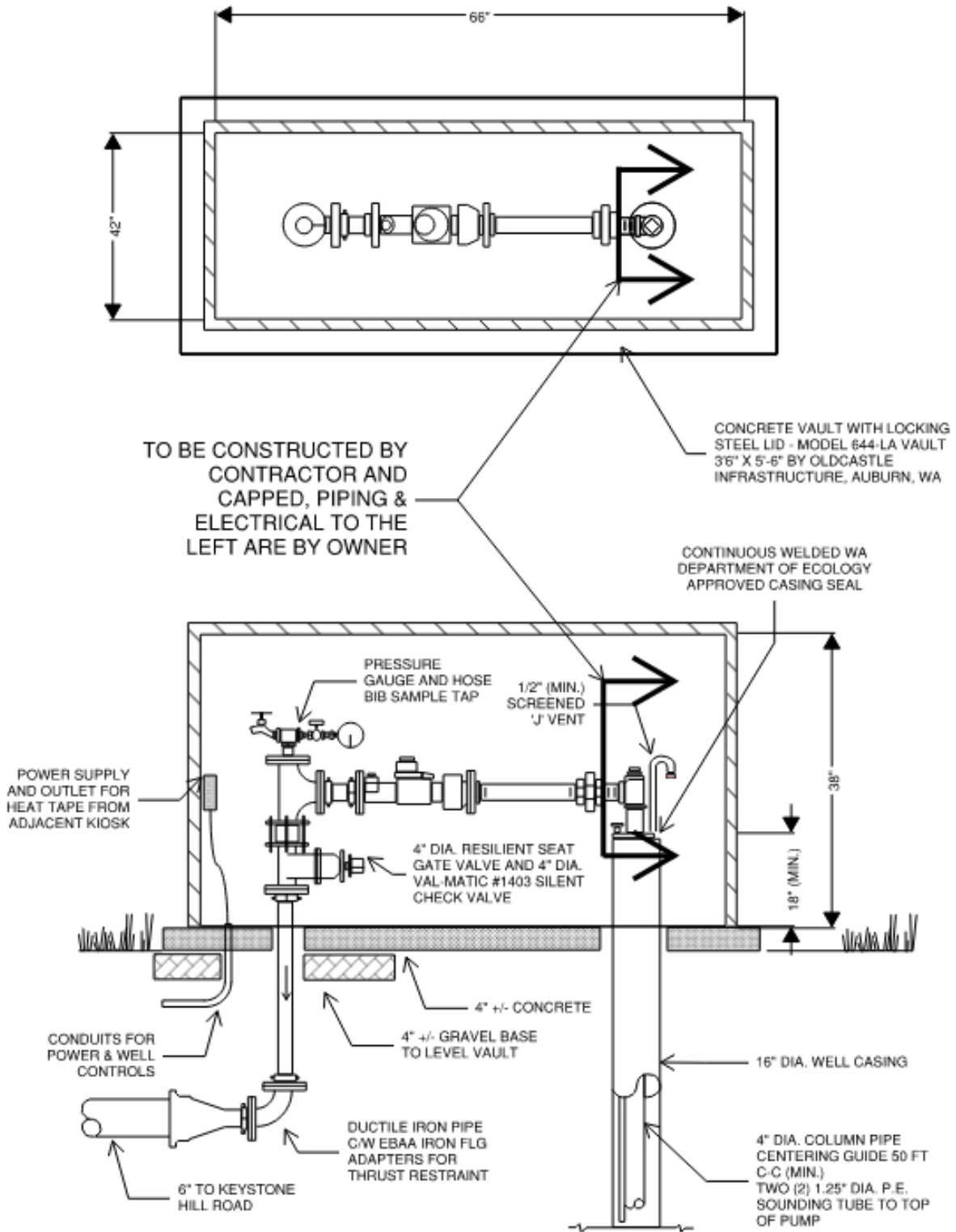
Start Date 1/23/08 Completed Date 3/7/08
Tax Parcel No. R131114324450

ECY 050-1-20 (Rev 3/05)

Ecology is an Equal Opportunity Employer

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FIGURE 5



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SCHEDULE B-1

DESCRIPTION OF EQUIPMENT

1. Cable Tool Drilling Rig

Type _____

Manufactured _____

Type and Description of Thread Lubricant _____

Depth Capability _____

2. Describe Hydraulic Jack Equipment (Extraction): _____

Include Hydraulic Pump Capacity (Rate and Pressure): _____

Ram Diameter _____

Piston Diameter _____

Stroke Length _____

3. Describe Grout Pump System: _____

4. Describe In-hole Casing Cutting Equipment: _____

5. Describe Equipment Available for Development, including Pumps _____

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SCHEDULE B-3

LIST OF WELL DRILLERS

Furnish a list of the names of each well driller that is expected to work on the proposed well, together with a list of their experience. In listing their experience, show the driller's name, WDOE license number and indicate the size, depth and number of wells each has drilled with the type of equipment that the Contractor proposes to use.

NAME	WDOE LICENSE NO.	EXPERIENCE

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Journey Level Prevailing Wage Rates for Effective Date: 3/12/2024

County	Trade	Job Classification	Wage	Holiday	Overtime
Island	Asbestos Abatement Workers	Journey Level	\$59.07	5D	1H
Island	Boilermakers	Journey Level	\$74.29	5N	1C
Island	Brick Mason	Journey Level	\$69.07	7E	1N
Island	Brick Mason	Pointer-Caulker-Cleaner	\$69.07	7E	1N
Island	Building Service Employees	Janitor	\$16.28		1
Island	Building Service Employees	Shampooer	\$16.28		1
Island	Building Service Employees	Waxer	\$16.28		1
Island	Building Service Employees	Window Cleaner	\$16.28		1
Island	Cabinet Makers (In Shop)	Journey Level	\$24.63		1
Island	Carpenters	Acoustical Worker	\$74.96	15J	4C
Island	Carpenters	Bridge, Dock And Wharf Carpenters	\$74.96	15J	4C
Island	Carpenters	Floor Layer & Floor Finisher	\$74.96	15J	4C
Island	Carpenters	Journey Level	\$74.96	15J	4C
Island	Carpenters	Scaffold Erector	\$74.96	15J	4C
Island	Cement Masons	Application of all Composition Mastic	\$72.87	15J	4U
Island	Cement Masons	Application of all Epoxy Material	\$72.37	15J	4U
Island	Cement Masons	Application of all Plastic Material	\$72.87	15J	4U
Island	Cement Masons	Application of Sealing Compound	\$72.37	15J	4U
Island	Cement Masons	Application of Underlayment	\$72.87	15J	4U
Island	Cement Masons	Building General	\$72.37	15J	4U
Island	Cement Masons	Composition or Kalman Floors	\$72.87	15J	4U
Island	Cement Masons	Concrete Paving	\$72.37	15J	4U
Island	Cement Masons	Curb & Gutter Machine	\$72.87	15J	4U
Island	Cement Masons	Curb & Gutter, Sidewalks	\$72.37	15J	4U
Island	Cement Masons	Curing Concrete	\$72.37	15J	4U
Island	Cement Masons	Finish Colored Concrete	\$72.87	15J	4U
Island	Cement Masons	Floor Grinding	\$72.87	15J	4U
Island	Cement Masons	Floor Grinding/Polisher	\$72.37	15J	4U
Island	Cement Masons	Green Concrete Saw, self-powered	\$72.87	15J	4U
Island	Cement Masons	Grouting of all Plates	\$72.37	15J	4U
Island	Cement Masons	Grouting of all Tilt-up Panels	\$72.37	15J	4U
Island	Cement Masons	Gunite Nozzleman	\$72.87	15J	4U
Island	Cement Masons	Hand Powered Grinder	\$72.87	15J	4U
Island	Cement Masons	Journey Level	\$72.37	15J	4U

Island	Cement Masons	Patching Concrete	\$72.37	15J	4U
Island	Cement Masons	Pneumatic Power Tools	\$72.87	15J	4U
Island	Cement Masons	Power Chipping & Brushing	\$72.87	15J	4U
Island	Cement Masons	Sand Blasting Architectural Finish	\$72.87	15J	4U
Island	Cement Masons	Screed & Rodding Machine	\$72.87	15J	4U
Island	Cement Masons	Spackling or Skim Coat Concrete	\$72.37	15J	4U
Island	Cement Masons	Troweling Machine Operator	\$72.87	15J	4U
Island	Cement Masons	Troweling Machine Operator on Colored Slabs	\$72.87	15J	4U
Island	Cement Masons	Tunnel Workers	\$72.87	15J	4U
Island	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$129.71	15J	4C
Island	Divers & Tenders	Dive Supervisor/Master	\$93.94	15J	4C
Island	Divers & Tenders	Diver	\$129.71	15J	4C
Island	Divers & Tenders	Diver On Standby	\$88.94	15J	4C
Island	Divers & Tenders	Diver Tender	\$80.82	15J	4C
Island	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$93.26	15J	4C
Island	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$98.26	15J	4C
Island	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$102.26	15J	4C
Island	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$107.26	15J	4C
Island	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$109.76	15J	4C
Island	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$114.76	15J	4C
Island	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$116.76	15J	4C
Island	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$118.76	15J	4C

Island	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$120.76	15J	4C
Island	Divers & Tenders	Manifold Operator	\$80.82	15J	4C
Island	Divers & Tenders	Manifold Operator Mixed Gas	\$85.82	15J	4C
Island	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$80.82	15J	4C
Island	Divers & Tenders	Remote Operated Vehicle Tender	\$75.41	15J	4C
Island	Dredge Workers	Assistant Engineer	\$79.62	5D	3F
Island	Dredge Workers	Assistant Mate (Deckhand)	\$79.01	5D	3F
Island	Dredge Workers	Boatmen	\$79.62	5D	3F
Island	Dredge Workers	Engineer Welder	\$81.15	5D	3F
Island	Dredge Workers	Leverman, Hydraulic	\$82.77	5D	3F
Island	Dredge Workers	Mates	\$79.62	5D	3F
Island	Dredge Workers	Oiler	\$79.01	5D	3F
Island	Drywall Applicator	Journey Level	\$75.73	15O	11S
Island	Drywall Tapers	Journey Level	\$75.73	15O	11S
Island	Electrical Fixture Maintenance Workers	Journey Level	\$16.28		1
Island	Electricians - Inside	Cable Splicer	\$90.40	7H	1E
Island	Electricians - Inside	Construction Stock Person	\$42.59	7H	1D
Island	Electricians - Inside	Journey Level	\$84.73	7H	1E
Island	Electricians - Motor Shop	Craftsman	\$16.28		1
Island	Electricians - Motor Shop	Journey Level	\$16.28		1
Island	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D
Island	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D
Island	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D
Island	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D
Island	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D
Island	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D
Island	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D
Island	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D
Island	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D

Island	Electronic Technicians	Electronic Technicians Journey Level	\$53.94	5B	1B
Island	Elevator Constructors	Mechanic	\$111.26	7D	4A
Island	Elevator Constructors	Mechanic In Charge	\$120.27	7D	4A
Island	Fabricated Precast Concrete Products	Journey Level	\$16.28		1
Island	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$16.28		1
Island	Fence Erectors	Fence Erector	\$50.07	15J	11P
Island	Fence Erectors	Fence Laborer	\$50.07	15J	11P
Island	Flaggers	Journey Level	\$50.07	15J	11P
Island	Glaziers	Journey Level	\$79.16	7L	1Y
Island	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$87.15	15H	11C
Island	Heating Equipment Mechanics	Journey Level	\$96.42	7F	1E
Island	Hod Carriers & Mason Tenders	Journey Level	\$62.49	15J	11P
Island	Industrial Power Vacuum Cleaner	Journey Level	\$16.28		1
Island	Inland Boatmen	Boat Operator	\$61.41	5B	1K
Island	Inland Boatmen	Cook	\$56.48	5B	1K
Island	Inland Boatmen	Deckhand	\$57.48	5B	1K
Island	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K
Island	Inland Boatmen	Launch Operator	\$58.89	5B	1K
Island	Inland Boatmen	Mate	\$57.31	5B	1K
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	\$49.48	15M	11O
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	\$49.48	15M	11O
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$49.48	15M	11O
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$47.41	15M	11O
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$41.20	15M	11O
Island	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	\$44.31	15M	11O
Island	Insulation Applicators	Journey Level	\$74.96	15J	4C

Island	Ironworkers	Journeyman	\$87.80	15K	11N
Island	Laborers	Air, Gas Or Electric Vibrating Screed	\$59.07	15J	11P
Island	Laborers	Airtrac Drill Operator	\$60.90	15J	11P
Island	Laborers	Ballast Regular Machine	\$59.07	15J	11P
Island	Laborers	Batch Weighman	\$50.07	15J	11P
Island	Laborers	Brick Pavers	\$59.07	15J	11P
Island	Laborers	Brush Cutter	\$59.07	15J	11P
Island	Laborers	Brush Hog Feeder	\$59.07	15J	11P
Island	Laborers	Burner	\$59.07	15J	11P
Island	Laborers	Caisson Worker	\$60.90	15J	11P
Island	Laborers	Carpenter Tender	\$59.07	15J	11P
Island	Laborers	Cement Dumper-paving	\$60.15	15J	11P
Island	Laborers	Cement Finisher Tender	\$59.07	15J	11P
Island	Laborers	Change House Or Dry Shack	\$59.07	15J	11P
Island	Laborers	Chipping Gun (30 Lbs. And Over)	\$60.15	15J	11P
Island	Laborers	Chipping Gun (Under 30 Lbs.)	\$59.07	15J	11P
Island	Laborers	Choker Setter	\$59.07	15J	11P
Island	Laborers	Chuck Tender	\$59.07	15J	11P
Island	Laborers	Clary Power Spreader	\$60.15	15J	11P
Island	Laborers	Clean-up Laborer	\$59.07	15J	11P
Island	Laborers	Concrete Dumper/Chute Operator	\$60.15	15J	11P
Island	Laborers	Concrete Form Stripper	\$59.07	15J	11P
Island	Laborers	Concrete Placement Crew	\$60.15	15J	11P
Island	Laborers	Concrete Saw Operator/Core Driller	\$60.15	15J	11P
Island	Laborers	Crusher Feeder	\$50.07	15J	11P
Island	Laborers	Curing Laborer	\$59.07	15J	11P
Island	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	15J	11P
Island	Laborers	Ditch Digger	\$59.07	15J	11P
Island	Laborers	Diver	\$60.90	15J	11P
Island	Laborers	Drill Operator (Hydraulic, Diamond)	\$60.15	15J	11P
Island	Laborers	Dry Stack Walls	\$59.07	15J	11P
Island	Laborers	Dump Person	\$59.07	15J	11P
Island	Laborers	Epoxy Technician	\$59.07	15J	11P
Island	Laborers	Erosion Control Worker	\$59.07	15J	11P
Island	Laborers	Faller & Bucker Chain Saw	\$60.15	15J	11P
Island	Laborers	Fine Graders	\$59.07	15J	11P
Island	Laborers	Firewatch	\$50.07	15J	11P

Island	Laborers	Form Setter	\$60.15	15J	11P
Island	Laborers	Gabian Basket Builders	\$59.07	15J	11P
Island	Laborers	General Laborer	\$59.07	15J	11P
Island	Laborers	Grade Checker & Transit Person	\$62.49	15J	11P
Island	Laborers	Grinders	\$59.07	15J	11P
Island	Laborers	Grout Machine Tender	\$59.07	15J	11P
Island	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$60.15	15J	11P
Island	Laborers	Guardrail Erector	\$59.07	15J	11P
Island	Laborers	Hazardous Waste Worker (Level A)	\$60.90	15J	11P
Island	Laborers	Hazardous Waste Worker (Level B)	\$60.15	15J	11P
Island	Laborers	Hazardous Waste Worker (Level C)	\$59.07	15J	11P
Island	Laborers	High Scaler	\$60.90	15J	11P
Island	Laborers	Jackhammer	\$60.15	15J	11P
Island	Laborers	Laserbeam Operator	\$60.15	15J	11P
Island	Laborers	Maintenance Person	\$59.07	15J	11P
Island	Laborers	Manhole Builder-Mudman	\$60.15	15J	11P
Island	Laborers	Material Yard Person	\$59.07	15J	11P
Island	Laborers	Mold Abatement Worker	\$59.07	15J	11P
Island	Laborers	Motorman-Dinky Locomotive	\$62.59	15J	11P
Island	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	15J	11P
Island	Laborers	Pavement Breaker	\$60.15	15J	11P
Island	Laborers	Pilot Car	\$50.07	15J	11P
Island	Laborers	Pipe Layer (Lead)	\$62.49	15J	11P
Island	Laborers	Pipe Layer/Tailor	\$60.15	15J	11P
Island	Laborers	Pipe Pot Tender	\$60.15	15J	11P
Island	Laborers	Pipe Reliner	\$60.15	15J	11P
Island	Laborers	Pipe Wrapper	\$60.15	15J	11P
Island	Laborers	Pot Tender	\$59.07	15J	11P
Island	Laborers	Powderman	\$60.90	15J	11P
Island	Laborers	Powderman's Helper	\$59.07	15J	11P
Island	Laborers	Power Jacks	\$60.15	15J	11P
Island	Laborers	Railroad Spike Puller - Power	\$60.15	15J	11P
Island	Laborers	Raker - Asphalt	\$62.49	15J	11P

Island	Laborers	Re-timberman	\$60.90	15J	11P
Island	Laborers	Remote Equipment Operator	\$60.15	15J	11P
Island	Laborers	Rigger/Signal Person	\$60.15	15J	11P
Island	Laborers	Rip Rap Person	\$59.07	15J	11P
Island	Laborers	Rivet Buster	\$60.15	15J	11P
Island	Laborers	Rodder	\$60.15	15J	11P
Island	Laborers	Scaffold Erector	\$59.07	15J	11P
Island	Laborers	Scale Person	\$59.07	15J	11P
Island	Laborers	Sloper (Over 20)"	\$60.15	15J	11P
Island	Laborers	Sloper Sprayer	\$59.07	15J	11P
Island	Laborers	Spreader (Concrete)	\$60.15	15J	11P
Island	Laborers	Stake Hopper	\$59.07	15J	11P
Island	Laborers	Stock Piler	\$59.07	15J	11P
Island	Laborers	Swinging Stage/Boatswain Chair	\$50.07	15J	11P
Island	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	15J	11P
Island	Laborers	Tamper (Multiple & Self-propelled)	\$60.15	15J	11P
Island	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	15J	11P
Island	Laborers	Toolroom Person (at Jobsite)	\$59.07	15J	11P
Island	Laborers	Topper	\$59.07	15J	11P
Island	Laborers	Track Laborer	\$59.07	15J	11P
Island	Laborers	Track Liner (Power)	\$60.15	15J	11P
Island	Laborers	Traffic Control Laborer	\$53.54	15J	11P
Island	Laborers	Traffic Control Supervisor	\$56.73	15J	11P
Island	Laborers	Truck Spotter	\$59.07	15J	11P
Island	Laborers	Tugger Operator	\$60.15	15J	11P
Island	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	15J	11P
Island	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	15J	11P
Island	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	15J	11P
Island	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	15J	11P
Island	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	15J	11P
Island	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	15J	11P
Island	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	15J	11P
Island	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	15J	11P

Island	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	15J	11P
Island	Laborers	Tunnel Work-Guage and Lock Tender	\$62.59	15J	11P
Island	Laborers	Tunnel Work-Miner	\$62.59	15J	11P
Island	Laborers	Vibrator	\$60.15	15J	11P
Island	Laborers	Vinyl Seamer	\$59.07	15J	11P
Island	Laborers	Watchman	\$45.51	15J	11P
Island	Laborers	Welder	\$60.15	15J	11P
Island	Laborers	Well Point Laborer	\$60.15	15J	11P
Island	Laborers	Window Washer/Cleaner	\$45.51	15J	11P
Island	Laborers - Underground Sewer & Water	General Laborer & Topman	\$59.07	15J	11P
Island	Laborers - Underground Sewer & Water	Pipe Layer	\$60.15	15J	11P
Island	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	15J	11P
Island	Landscape Construction	Landscape Operator	\$78.71	15J	11G
Island	Landscape Maintenance	Groundskeeper	\$16.60		1
Island	Lathers	Journey Level	\$75.73	15O	11S
Island	Marble Setters	Journey Level	\$69.07	7E	1N
Island	Metal Fabrication (In Shop)	Fitter	\$16.28		1
Island	Metal Fabrication (In Shop)	Laborer	\$16.28		1
Island	Metal Fabrication (In Shop)	Machine Operator	\$16.28		1
Island	Metal Fabrication (In Shop)	Painter	\$16.28		1
Island	Metal Fabrication (In Shop)	Welder	\$16.28		1
Island	Millwright	Journey Level	\$76.51	15J	4C
Island	Modular Buildings	Journey Level	\$16.28		1
Island	Painters	Journey Level	\$51.71	6Z	11J
Island	Pile Driver	Crew Tender	\$80.82	15J	4C
Island	Pile Driver	Journey Level	\$75.41	15J	4C
Island	Plasterers	Journey Level	\$70.91	7Q	1R
Island	Plasterers	Nozzleman	\$74.91	7Q	1R
Island	Playground & Park Equipment Installers	Journey Level	\$16.28		1
Island	Plumbers & Pipefitters	Journey Level	\$86.72	5A	1G
Island	Power Equipment Operators	Asphalt Plant Operators	\$80.02	15J	11G
Island	Power Equipment Operators	Assistant Engineer	\$75.26	15J	11G
Island	Power Equipment Operators	Barrier Machine (zipper)	\$79.31	15J	11G
Island	Power Equipment Operators	Batch Plant Operator: concrete	\$79.31	15J	11G
Island	Power Equipment Operators	Boat Operator	\$83.95	7A	11H
Island	Power Equipment Operators	Bobcat	\$75.26	15J	11G

Island	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$75.26	15J	11G
Island	Power Equipment Operators	Brooms	\$75.26	15J	11G
Island	Power Equipment Operators	Bump Cutter	\$79.31	15J	11G
Island	Power Equipment Operators	Cableways	\$80.02	15J	11G
Island	Power Equipment Operators	Chipper	\$79.31	15J	11G
Island	Power Equipment Operators	Compressor	\$75.26	15J	11G
Island	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$75.26	15J	11G
Island	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.71	15J	11G
Island	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.02	15J	11G
Island	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.31	15J	11G
Island	Power Equipment Operators	Conveyors	\$78.71	15J	11G
Island	Power Equipment Operators	Cranes Friction: 200 tons and over	\$86.48	7A	11H
Island	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$78.95	7A	11H
Island	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	7A	11H
Island	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$83.20	7A	11H
Island	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	7A	11H
Island	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	7A	11H
Island	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	7A	11H
Island	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$85.66	7A	11H
Island	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	7A	11H
Island	Power Equipment Operators	Crusher	\$79.31	15J	11G

Island	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$79.31	15J	11G
Island	Power Equipment Operators	Derricks, On Building Work	\$80.02	15J	11G
Island	Power Equipment Operators	Dozers D-9 & Under	\$78.71	15J	11G
Island	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.71	15J	11G
Island	Power Equipment Operators	Drilling Machine	\$80.82	15J	11G
Island	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$75.26	15J	11G
Island	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.31	15J	11G
Island	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$78.71	15J	11G
Island	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$75.26	15J	11G
Island	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.31	15J	11G
Island	Power Equipment Operators	Gradechecker/Stakeman	\$75.26	15J	11G
Island	Power Equipment Operators	Guardrail Punch	\$79.31	15J	11G
Island	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.02	15J	11G
Island	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.31	15J	11G
Island	Power Equipment Operators	Horizontal/Directional Drill Locator	\$78.71	15J	11G
Island	Power Equipment Operators	Horizontal/Directional Drill Operator	\$79.31	15J	11G
Island	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$82.56	7A	11H
Island	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$78.95	7A	11H
Island	Power Equipment Operators	Leverman	\$81.65	15J	11G
Island	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.02	15J	11G
Island	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$79.31	15J	11G
Island	Power Equipment Operators	Loaders, Plant Feed	\$79.31	15J	11G
Island	Power Equipment Operators	Loaders: Elevating Type Belt	\$78.71	15J	11G
Island	Power Equipment Operators	Locomotives, All	\$79.31	15J	11G
Island	Power Equipment Operators	Material Transfer Device	\$79.31	15J	11G

Island	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.82	15J	11G
Island	Power Equipment Operators	Motor Patrol Graders	\$80.02	15J	11G
Island	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.02	15J	11G
Island	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.26	15J	11G
Island	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.71	15J	11G
Island	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	7A	11H
Island	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$84.77	7A	11H
Island	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$83.95	7A	11H
Island	Power Equipment Operators	Pavement Breaker	\$75.26	15J	11G
Island	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$79.31	15J	11G
Island	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$78.71	15J	11G
Island	Power Equipment Operators	Posthole Digger, Mechanical	\$75.26	15J	11G
Island	Power Equipment Operators	Power Plant	\$75.26	15J	11G
Island	Power Equipment Operators	Pumps - Water	\$75.26	15J	11G
Island	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$80.02	15J	11G
Island	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$79.31	15J	11G
Island	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.02	15J	11G
Island	Power Equipment Operators	Rigger and Bellman	\$78.95	7A	11H
Island	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$82.56	7A	11H
Island	Power Equipment Operators	Rollagon	\$80.02	15J	11G
Island	Power Equipment Operators	Roller, Other Than Plant Mix	\$75.26	15J	11G
Island	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$78.71	15J	11G
Island	Power Equipment Operators	Roto-mill, Roto-grinder	\$79.31	15J	11G
Island	Power Equipment Operators	Saws - Concrete	\$78.71	15J	11G
Island	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$79.31	15J	11G

Island	Power Equipment Operators	Scrapers - Concrete & Carry All	\$78.71	15J	11G
Island	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$80.02	15J	11G
Island	Power Equipment Operators	Service Engineers: Equipment	\$78.71	15J	11G
Island	Power Equipment Operators	Shotcrete/Gunite Equipment	\$75.26	15J	11G
Island	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.71	15J	11G
Island	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.02	15J	11G
Island	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.31	15J	11G
Island	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.82	15J	11G
Island	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.65	15J	11G
Island	Power Equipment Operators	Slipform Pavers	\$80.02	15J	11G
Island	Power Equipment Operators	Spreader, Topsider & Screedman	\$80.02	15J	11G
Island	Power Equipment Operators	Subgrader Trimmer	\$79.31	15J	11G
Island	Power Equipment Operators	Tower Bucket Elevators	\$78.71	15J	11G
Island	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	7A	11H
Island	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$84.77	7A	11H
Island	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$86.48	7A	11H
Island	Power Equipment Operators	Transporters, All Track Or Truck Type	\$80.02	15J	11G
Island	Power Equipment Operators	Trenching Machines	\$78.71	15J	11G
Island	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	7A	11H
Island	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$82.56	7A	11H
Island	Power Equipment Operators	Truck Mount Portable Conveyor	\$79.31	15J	11G
Island	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.31	15J	11G

Island	Power Equipment Operators	Welder	\$80.02	15J	11G
Island	Power Equipment Operators	Wheel Tractors, Farmall Type	\$75.26	15J	11G
Island	Power Equipment Operators	Yo Yo Pay Dozer	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$83.95	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Brooms	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Cableways	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Chipper	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Compressor	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$86.48	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$78.95	7A	11H

Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$83.20	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$85.66	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Crusher	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$80.82	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.31	15J	11G

Island	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$78.95	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$82.56	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Leverman	\$81.65	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.82	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.26	15J	11G

Island	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$84.77	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$83.95	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$78.95	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$82.56	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$79.31	15J	11G

Island	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.82	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.65	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$84.77	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$86.48	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$78.71	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	7A	11H
Island	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$82.56	7A	11H

Island	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.31	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Welder	\$80.02	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$75.26	15J	11G
Island	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$79.31	15J	11G
Island	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A
Island	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A
Island	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A
Island	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A
Island	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A
Island	Refrigeration & Air Conditioning Mechanics	Journey Level	\$89.21	5A	1G
Island	Residential Brick Mason	Journey Level	\$69.07	7E	1N
Island	Residential Carpenters	Journey Level	\$32.84		1
Island	Residential Cement Masons	Journey Level	\$16.28		1
Island	Residential Drywall Applicators	Journey Level	\$49.92	15J	4C
Island	Residential Drywall Tapers	Journey Level	\$32.30		1
Island	Residential Electricians	Journey Level	\$29.28		1
Island	Residential Glaziers	Journey Level	\$54.00	7L	1H
Island	Residential Insulation Applicators	Journey Level	\$18.03		1
Island	Residential Laborers	Journey Level	\$24.24		1
Island	Residential Marble Setters	Journey Level	\$69.07	7E	1N
Island	Residential Painters	Journey Level	\$16.28		1
Island	Residential Plumbers & Pipefitters	Journey Level	\$49.74		1
Island	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$51.74	5A	1G
Island	Residential Sheet Metal Workers	Journey Level	\$27.52		1
Island	Residential Soft Floor Layers	Journey Level	\$57.11	5A	3J
Island	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$25.31		1
Island	Residential Stone Masons	Journey Level	\$69.07	7E	1N

Island	Residential Terrazzo Workers	Journey Level	\$25.84		1
Island	Residential Terrazzo/Tile Finishers	Journey Level	\$17.98		1
Island	Residential Tile Setters	Journey Level	\$25.84		1
Island	Roofers	Journey Level	\$64.45	5A	3H
Island	Roofers	Using Irritable Bituminous Materials	\$67.39	5A	3H
Island	Sheet Metal Workers	Journey Level (Field or Shop)	\$96.42	7F	1E
Island	Shipbuilding & Ship Repair	New Construction Boilermaker	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	New Construction Crane Operator	\$43.16	7V	1
Island	Shipbuilding & Ship Repair	New Construction Electrician	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$87.15	15H	11C
Island	Shipbuilding & Ship Repair	New Construction Laborer	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	New Construction Machinist	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$43.16	7V	1
Island	Shipbuilding & Ship Repair	New Construction Painter	\$51.95	7X	4J
Island	Shipbuilding & Ship Repair	New Construction Pipefitter	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	New Construction Rigger	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$43.16	7V	1
Island	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	7Y	4K
Island	Shipbuilding & Ship Repair	Ship Repair Electrician	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.15	15H	11C
Island	Shipbuilding & Ship Repair	Ship Repair Laborer	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	Ship Repair Machinist	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	7Y	4K
Island	Shipbuilding & Ship Repair	Ship Repair Painter	\$51.95	7X	4J
Island	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	Ship Repair Rigger	\$51.85	7X	4J

Island	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	7X	4J
Island	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K
Island	Sign Makers & Installers (Electrical)	Journey Level	\$16.28		1
Island	Sign Makers & Installers (Non- Electrical)	Journey Level	\$26.55		1
Island	Soft Floor Layers	Journey Level	\$66.32	15J	4C
Island	Solar Controls For Windows	Journey Level	\$16.28		1
Island	Sprinkler Fitters (Fire Protection)	Journey Level	\$95.49	5C	1X
Island	Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.28		1
Island	Stone Masons	Journey Level	\$69.07	7E	1N
Island	Street And Parking Lot Sweeper Workers	Journey Level	\$16.28		1
Island	Surveyors	Assistant Construction Site Surveyor	\$82.56	7A	11H
Island	Surveyors	Chainman	\$78.95	7A	11H
Island	Surveyors	Construction Site Surveyor	\$83.95	7A	11H
Island	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$78.95	7A	11H
Island	Surveyors	Ground Penetrating Radar Operator	\$78.95	7A	11H
Island	Telecommunication Technicians	Telecom Technician Journey Level	\$53.94	5B	1B
Island	Telephone Line Construction - Outside	Cable Splicer	\$40.36	5A	2B
Island	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.92	5A	2B
Island	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$33.74	5A	2B
Island	Telephone Line Construction - Outside	Telephone Lineperson	\$38.15	5A	2B
Island	Terrazzo Workers	Journey Level	\$62.36	7E	1N
Island	Tile Setters	Journey Level	\$62.36	7E	1N
Island	Tile, Marble & Terrazzo Finishers	Finisher	\$53.19	7E	1N
Island	Traffic Control Stripers	Journey Level	\$89.54	15L	1K
Island	Truck Drivers	Asphalt Mix Over 16 Yards	\$74.20	15J	11M
Island	Truck Drivers	Asphalt Mix To 16 Yards	\$73.36	15J	11M
Island	Truck Drivers	Dump Truck	\$73.36	15J	11M
Island	Truck Drivers	Dump Truck & Trailer	\$74.20	15J	11M

Island	Truck Drivers	Other Trucks	\$74.20	15J	11M
Island	Truck Drivers - Ready Mix	Transit Mix	\$74.20	15J	11M
Island	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.28		1
Island	Well Drillers & Irrigation Pump Installers	Oiler	\$16.28		1
Island	Well Drillers & Irrigation Pump Installers	Well Driller	\$16.28		1

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TOWN OF COUPEVILLE

Coupeville, Washington

PAYROLL & A/P VOUCHER APPROVAL

for

Council Meeting of May 14, 2024

April 2024 Payroll Transactions & EFT payments as attached; for a total of \$271,472.38;

April 2024 A/P Transactions and Checks: #10376 - #10424, & EFT payments as attached; for a total of \$139,843.66;

STATE OF WASHINGTON)

) §

COUNTY OF ISLAND)

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the Town of Coupeville and that we are authorized to authenticate and certify to said claim.

Clerk-Treasurer

Mayor

Council Member

Approved by Council

Approved by Council with the following exceptions/instructions:

RECOMMENDATION:

A motion to approve April 2024 Payroll EFT Transactions, as attached; for a total of \$271,472.38 and April 2024 A/P Transactions & EFT payments #10376-#10424 as attached; for a total of \$139,843.66;

CHECK REGISTER

Town of Coupeville

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
835	04/05/2024	Payroll	1	EFT		304.16	April 5th, 2024
836	04/05/2024	Payroll	1	EFT		1,788.72	April 5th, 2024
837	04/05/2024	Payroll	1	EFT		1,666.12	April 5th, 2024
838	04/05/2024	Payroll	1	EFT		2,349.14	April 5th, 2024
839	04/05/2024	Payroll	1	EFT		1,853.28	April 5th, 2024
840	04/05/2024	Payroll	1	EFT		4,394.05	April 5th, 2024
841	04/05/2024	Payroll	1	EFT		2,149.55	April 5th, 2024
842	04/05/2024	Payroll	1	EFT		2,831.42	April 5th, 2024
843	04/05/2024	Payroll	1	EFT		1,777.71	April 5th, 2024
844	04/05/2024	Payroll	1	EFT		1,675.19	April 5th, 2024
845	04/05/2024	Payroll	1	EFT		2,605.99	April 5th, 2024
846	04/05/2024	Payroll	1	EFT		1,982.66	April 5th, 2024
847	04/05/2024	Payroll	1	EFT		1,715.64	April 5th, 2024
848	04/05/2024	Payroll	1	EFT		2,246.60	April 5th, 2024
849	04/05/2024	Payroll	1	EFT		1,433.92	April 5th, 2024
850	04/05/2024	Payroll	1	EFT		558.55	April 5th, 2024
882	04/09/2024	Payroll	1	EFT	EFTPS	54,531.63	941 Deposit for Pay Cycle(s) 07/20/2023 - 07/20/2023; 941 Deposit for Pay Cycle(s) 08/04/2023 - 08/04/2023; 941 Deposit for Pay Cycle(s) 08/18/2023 - 08/18/2023; 941 Deposit for Pay Cycle(s) 09/01/202
883	04/09/2024	Payroll	1	EFT	EFTPS	65,285.16	941 Deposit for Pay Cycle(s) 11/05/2023 - 11/05/2023; 941 Deposit for Pay Cycle(s) 11/20/2023 - 11/20/2023; 941 Deposit for Pay Cycle(s) 10/05/2023 - 10/05/2023; 941 Deposit for Pay Cycle(s) 10/20/202
885	04/09/2024	Payroll	1	EFT	EFTPS	64,004.68	941 Deposit for Pay Cycle(s) 01/01/2024 - 01/15/2024; 941 Deposit for Pay Cycle(s) 02/01/2024 - 02/15/2024; 941 Deposit for Pay Cycle(s) 02/16/2024 - 02/29/2024; 941 Deposit for Pay Cycle(s) 03/01/202
888	04/09/2024	Claims	1	EFT	EFTPS	14,288.22	Notice CP220 dated 4/1/2024. Interest & Penalties assessed on Q3 2023 941.
915	04/16/2024	Payroll	1	EFT	Dept of Retirement Systems	3,616.95	Pay Cycle(s) 03/01/2024 To 03/31/2024 - DC
916	04/15/2024	Payroll	1	EFT	Dept of Retirement Systems	3,786.93	Pay Cycle(s) 02/05/2024 To 02/05/2024 - DC
930	04/30/2024	Payroll	1	EFT	Dept of Labor & Industry	4,746.22	1ST Quarter L&I: 01/01/2024 - 03/31/2024
943	04/20/2024	Payroll	1	EFT		280.75	
944	04/20/2024	Payroll	1	EFT		2,065.06	
945	04/20/2024	Payroll	1	EFT		1,515.71	
946	04/20/2024	Payroll	1	EFT		1,937.04	
947	04/20/2024	Payroll	1	EFT		2,113.45	
948	04/20/2024	Payroll	1	EFT		4,406.10	
949	04/20/2024	Payroll	1	EFT		2,219.57	
950	04/20/2024	Payroll	1	EFT		2,979.49	
951	04/20/2024	Payroll	1	EFT		1,604.72	
952	04/20/2024	Payroll	1	EFT		1,609.90	
953	04/20/2024	Payroll	1	EFT		2,539.99	
954	04/20/2024	Payroll	1	EFT		1,989.72	
955	04/20/2024	Payroll	1	EFT		1,910.90	
956	04/20/2024	Payroll	1	EFT		1,690.42	
957	04/20/2024	Payroll	1	EFT		2,051.93	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
958	04/20/2024	Payroll	1	EFT		1,651.39	
959	04/20/2024	Payroll	1	EFT		623.10	
979	04/24/2024	Payroll	1	EFT	EFTPS	10,978.87	941 Deposit for Pay Cycle(s) 04/20/2024 - 04/20/2024
860	04/04/2024	Claims	1	10376	Coupeville Chamber of Commerce		Wrong amount
861	04/04/2024	Claims	1	10377	Coupeville Chamber of Commerce	5,453.98	2% Grant reimbursement & Refund for Facility Rental
907	04/15/2024	Claims	1	10378	Scott T Austin	702.29	WABO Training - lodging and transportation
908	04/15/2024	Claims	1	10379	Greenbank Concrete & Aggregates	637.47	Invoice #38459 Crushed Aggregate
909	04/15/2024	Claims	1	10380	Greenbank Concrete & Aggregates	1,928.59	Invoice #38460 Crushed Aggregate
910	04/15/2024	Claims	1	10381	Island County Treasurer	24.90	Property ID 9289
911	04/15/2024	Claims	1	10382	Island County Treasurer	62.63	Property ID 27571
912	04/15/2024	Claims	1	10383	Tuff Cleaning	720.00	Invoice #2511 Cleaning Services
913	04/15/2024	Claims	1	10384	Uline	152.15	Acct #13639306
914	04/15/2024	Claims	1	10385	Zipty Fiber	263.19	Local basic and non-basic charges w/broadband
1106	04/30/2024	Claims	1	10388	Blue Coast Engineering LLC	1,705.00	Project 0303-2401 GIS On-Call Services
1107	04/30/2024	Claims	1	10389	Btech Service Inc	5,725.00	Invoice #50891 IT Services; Invoice #50892 IT Services
1108	04/30/2024	Claims	1	10390	Central Whidbey Island Fire & Rescue	2,336.00	Q1 2024
1109	04/30/2024	Claims	1	10391	Civic Plus LLC	900.00	Invoice #269088
1110	04/30/2024	Claims	1	10392	Comcast (CA)	5,027.39	8498 30 022 0168328; 8498 30 099 0009140
1111	04/30/2024	Claims	1	10393	Coupeville Chamber of Commerce	6,043.91	2% Grant Reimbursement March 2024
1112	04/30/2024	Claims	1	10394	Databar Inc.	2,383.90	266216; 266424
1113	04/30/2024	Claims	1	10395	Day Wireless Systems	142.52	32107
1114	04/30/2024	Claims	1	10396	Edge Analytical Inc.	1,378.30	24-06154; 24-05822; 24-06373; 24-04549
1115	04/30/2024	Claims	1	10397	Facet	2,794.00	Invoice #0054219; Invoice #0054252
1116	04/30/2024	Claims	1	10398	Ferguson Waterworks	196.35	Cust #2313
1117	04/30/2024	Claims	1	10399	GreatAmerica Financial Services	407.32	017-1663961-000
1118	04/30/2024	Claims	1	10400	Harmsen, Inc.	4,842.50	Project 22-291 / Invoice #24_0314
1119	04/30/2024	Claims	1	10401	Island County District Court	7,408.41	Q1 2024 Joint Expenses & Payroll; Invoice #1
1120	04/30/2024	Claims	1	10402	Island County ER&R Fund	3,406.29	24-008; 24-028; March Fuel 24-055
1121	04/30/2024	Claims	1	10403	Island County Prosecuting Attorney	1,309.41	Q1 2024 Misdemeanor Prosecution Services
1122	04/30/2024	Claims	1	10404	Island County Solid Waste	5,082.25	ACCOUNT # 9128
1123	04/30/2024	Claims	1	10405	Paul Mendes	300.00	Translation Services
1124	04/30/2024	Claims	1	10406	NCL Of Wisconsin, Inc.	330.70	Account No #10950
1125	04/30/2024	Claims	1	10407	Oak Harbor Ace Hardware	20.00	Account 501030
1126	04/30/2024	Claims	1	10408	PAPE Machinery	550.24	Invoice # 15183344; Customer #5277628; Cust # 5277628
1127	04/30/2024	Claims	1	10409	Prairie Center Red Apple	21.00	Acct # 120
1128	04/30/2024	Claims	1	10410	SGS North America Inc	7,830.00	PFAS Analysis; PFAS Analysis
1129	04/30/2024	Claims	1	10411	Sound Publishing Inc	630.31	Acct # 80300980
1130	04/30/2024	Claims	1	10412	Staples Advantage	169.62	LA 21702055

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1131	04/30/2024	Claims	1	10413	Thompson, Guildner & Associates Inc. P.S	427.50	Legal Services Invoice #3004
1132	04/30/2024	Claims	1	10414	Utilities Underground Location Center	59.40	Acct # 100400
1133	04/30/2024	Claims	1	10415	Vac-Tank/Western Services	2,556.25	INVOICE # 2307
1134	04/30/2024	Claims	1	10416	Verizon	189.55	Invoice #9960317950
1135	04/30/2024	Claims	1	10417	WA ST Department of Ecology Water	46,411.55	L0100027/#37
1136	04/30/2024	Claims	1	10418	WA State Department of Ecology	1,286.39	Biosolids Annual Permit Fee
1137	04/30/2024	Claims	1	10419	Linda Wehrman	43.78	Reimbursement
1138	04/30/2024	Claims	1	10420	Whidbey Auto Parts AKA Napa	9.56	Invoice 542417
1139	04/30/2024	Claims	1	10421	Whidbey Island Water Systems Assoc.	200.00	INVOICE #2063
1140	04/30/2024	Claims	1	10422	ZiPLY Fiber	355.04	360-678-9197-100113-5; 360-678-3705-120115-5
1104	04/30/2024	Claims	1	10423	All Island Lock/key	130.80	Invoice 67923
1105	04/30/2024	Claims	1	10424	Atwell, LLC	3,000.00	Project #24000584

001 General Fund	239,862.03	
101 Street Fund	18,750.17	
104 Hotel/motel Tax Fund	11,482.89	
410 Water Utility	50,367.18	
420 Utilities Sewer	82,168.41	
421 Sewer Managerial Fund	1,131.86	
430 Storm Water Utility	7,553.50	
	411,316.04	
	Claims:	139,843.66
	Payroll:	271,472.38

* Transaction Has Mixed Revenue And Expense Accounts

STAFF REPORT

DATE: May 10, 2024

TO: Mayor Molly Hughes and Members of the Town Council

FROM: Joseph Grogan, Public Works Director

RE: Public Works Summary Report

In the Office: Heidi has been working hard submitting reimbursements for the Navy Cooperative Agreements.

In parks: Alex and Lachlan are doing a fantastic job keeping up with the mowing and weeding.

In Storm: Nathan and Jesse with the help of an Island County sheriff and animal control captured a Beaver out of the storm system on Pennington.

In Streets: The crew have been repairing trails leveling and rolling fresh gravel and filling pot holes.

The water treatment plant treated just over 7.15 million gallons in April. This is above the average of just under 7,000,000 gallons. I believe this was due to large leak in an apartment building.

The wastewater treatment plant treated 4.6 million gallons in April, the 24-hour flows were low for this time of year, from a high of 242,000 gallons to a low of 128,000.





STAFF REPORT

DATE: May 9, 2024
TO: Mayor Hughes and Town Council
FROM: Clerk Treasurer Corine Jackson
RE: April 2024

April was business as usual for the Finance Department. Here are some of the highlights:

- Sarah Swan joined the Finance team as the Fiscal Clerk on April 1, and quickly got to business.
 - In April, Sarah participated in several training webinars for municipal government accounting and payroll, and connected with State agencies including the Department of Retirement Services and the Department of Revenue.
 - She has created new processes and procedures and checklists for accounts payable and payroll to make our activities more efficient and accurate.
 - In short, Sarah's been a tremendous resource to the Clerk Treasurer and is a great fit with the rest of the Finance Team.
- Most recently, Chris Jolly, our Deputy Clerk, was added to the Finance Team.
 - Chris took the lead in securing a grant from the Washington State Secretary of State to organize the Town's archive records room. The proposal includes hiring a part-time grant-funded staffer to assist with identifying, recording, and organizing the document storage area. We are very excited for this project to get underway!
 - He received five complicated public records requests in the month of April which are keeping him very busy while also taking on the responsibilities of the administration and minutes of the Planning Commission meetings.
 - Chris started training with Washington Association of Public Records Officers (WAPRO) with the goal of becoming a certified Records Officer. He's an incredible asset to the Finance Team!

April Monthly Metrics:

- Ninety A/P invoices processed.
- Utility Billing invoices for April = 1,100

Coming Up!

- May – Memorial Day Weekend!
- May – Annual Report Due!



PLANNING AND BUILDING DEPARTMENT REPORT

DATE: May 14, 2024
TO: Mayor Molly Hughes and Members of the Town Council
FROM: Joshua Engelbrecht, Associate Planner + Scott Austin, Building Official
RE: April Department Review

Design Review and Land Use Permits:

In April, eight (8) land use permits were issued. These included:

- 5 COA for design review
 - 3 Level B projects
 - 2 Level A projects
- 2 Sign permits

Building Permits:

In April, thirteen (13) building permits were issued. These included:

- 5 Building permits
 - 1 New Single-family Residence
- 1 Manufactured Home permit
- 1 Fire permit
- 4 Mechanical permits
- 2 Plumbing permits

Long Range Planning

In April:

- The Town hired Consultants for our **Coastal Adaptation Strategy** (Natural Systems Design + Coastal Geologic Services) and **Comprehensive Plan Climate Element** update (Facet NW).
- The Town attended the April 20, 2024 Farmer's Market / Earth and Ocean Fair.
 - We passed out cake and information related to our Comprehensive Plan Update, Regional Safety Action Plan (through IRTPO), Middle Housing Code Update, and Coastal Adaptation Strategy.
- The Town Council hosted the Planning Commission for our Comprehensive Plan kick-off meeting!

Through April and early May, we have received 7 applications and conducted 3 interviews for the Assistant Planner position.