

LANDER COUNTY COMMISSION MEETING
August 9, 2012

AGENDA ITEM NO. 1

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding budget review, contracts, financial update and other matters properly relating thereto.

Public comment.

Background:

Lander County Finance Director Rogene Hill will give an update to the Commission on the close-out of the Fiscal Year 2011-2012 Budget and current year contracts, general financial operations of the County and other fiscal issues.

Recommended Action:

No specific action is necessary on this agenda item.

LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of Resolution No. 2012-16, a resolution directing apportionment of net proceeds received on July 26, 2012 and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-16, a resolution directing apportionment of the Net Proceeds of Minerals taxes received on July 26, 2012, is presented for Commission consideration.

Lander County received a distribution of Net Proceeds of Minerals taxes on July 26, 2012 in the total amount of \$268,314.38. This Resolution provides for Commission authorization and direction to apportion the total of Net Proceeds tax receipts among the entities within Lander County according to the ad valorem (property) tax rate for each entity.

Recommended Action:

It is recommended that the Commission approve and adopt Resolution No. 2012-16, a resolution directing apportionment of the Net Proceeds of Minerals taxes received on July 26, 2012, in the total amount of \$268,314.38.

DOC # 0264734

08/16/2012

09:48 AM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee:

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RPTT:

Recorded By: BB

Book-

636 Page-0121



0264734

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

**AGREEMENT BETWEEN LANDER COUNTY AND H.E. HUNEWILL CONSTRUCTION
FOR BATTLE MOUNTAIN 2012 ROAD PAVING PROJECT**

TITLE OF DOCUMENT

*This page added to provide additional information required by NRS 111.312 Section 1-2.
This cover page must be typed or printed.*



Agreement

THIS AGREEMENT is by and between Lander County

(hereinafter called OWNER) and H.E. Hunewill, Inc.

(hereinafter called CONTRACTOR).

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

ARTICLE 1 - Work

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

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:

Battle Mountain 2012 Road Paving Projects

ARTICLE 3 - Engineer

3.01 The Project has been designed by **Shaw Engineering, Ltd.**, 20 Vine Street, Reno, Nevada, 89503, who is hereinafter called ENGINEER and who 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 Work in accordance with the Contract Documents.

ARTICLE 4 - Contract Times

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

1. The Work will be substantially completed within 37 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 47 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

1. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 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** \$200.00 for each day that expires after the time specified in paragraph 4.02 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** \$500.00 for each day that expires after the times specified in paragraph 4.02 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 amounts determined pursuant to the paragraph below:

A. For all Work, at the prices stated in **CONTRACTOR**'s Bid, attached hereto as an exhibit.

As provided in paragraph 11.03 of the General Conditions, estimated quantities for unit price items are not guaranteed, and determinations of actual quantities and classifications are to be made by **ENGINEER** as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 – Payment Procedures

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. **OWNER** shall make progress payments on account of the Contract Price on the basis of **CONTRACTOR**'s Applications for Payment each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established 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, in accordance with paragraph 14.02 of the General Conditions:

a. 90% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by **ENGINEER**, and if the character and progress of the Work have been satisfactory to **OWNER** and **ENGINEER**, **OWNER**, on recommendation of **ENGINEER**, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work



subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 100% of cost of materials and equipment not incorporated in the Work.

2. Upon Substantial Completion, **OWNER** shall pay an amount sufficient to increase total payments to **CONTRACTOR** to 95% of the Work completed, less such amounts as **ENGINEER** shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% 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 The **CONTRACTOR** acknowledges that he is aware of the provisions of Nevada Revised Statute 338.160, which provides for investment of contract retainages, and the payment of interest thereon to the **CONTRACTOR** after completion of the Project. The **CONTRACTOR** agrees to waive all his rights to investment of and payment of interest on retainage, upon the understanding that the regulations of the lending agency prohibit such investment and that, without this waiver, loan and/or grant funds for this Project will not be available.

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 in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.
 - E. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or



9. State Prevailing Wage Rates including Addenda;
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 1. Written Amendments;
 2. Work Change Directives;
 3. Change Order(s).
- 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 3.05 of the General Conditions.

ARTICLE 10 - Miscellaneous

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General 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 provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, 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 Other Provisions



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

This Agreement will be effective on August 9 2012 (which is the Effective Date of the Agreement).

OWNER:

By: Dean Bullock

CONTRACTOR:

By: Loren Hunewill

Attest

Sadie Sullivan
[Corporate Seal]

Attest

Jack Collins
[Corporate Seal]

Address for giving notices:

315 South Humboldt
Battle Mountain, NV 89820

Addresses for giving notices:

1410 W. Railroad
Winnemucca, Nevada 89445

(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 OWNER-CONTRACTOR Agreement.)

License No.:

9078A

(Where applicable)

Agent for service of process:

Loren Hunewill

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

Designated Representative:

Name: Dean BullockTitle: Commission ChairmanAddress: 315 South Humboldt
Battle Mountain, NV 89820Phone: (775) 635-2885Facsimile: (775) 635-5332

Designated Representative:

Name: Loren HunewillTitle: PresidentAddress: 1410 W. Railroad Winn. NV. 89445Phone: 775-623-2888Facsimile: 775-623-2992

LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and update on Road and Bridge South projects and other matters properly related thereto.

Public comment.

Background:

Mr. Bartolo Ramos, Lander County Road and Bridge Foreman (South), will present an update to the Commission on Road and Bridge South projects.

Recommended Action:

No specific action is necessary or allowed on this agenda item.

Ag. 3

Battle Mountain Road and Bridge

Lander County, Nevada

Bidding and Contract Documents
& Project Specifications
for the

Battle Mountain 2012 Road Paving Projects

Public Works Project Number:
PWP-LA-2012-251

Prepared by:



SHAW
ENGINEERING

20 Vine Street
Reno, NV 89503
Phone 775.329.5559
Fax 775.329.5406
www.shawengineering.com

June 2012

OWNER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2012

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

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

PRODUCER L/P Insurance Services, Inc. dba:ISU-L/P Insurance Services 6275 Neil Road, 3rd Floor Reno NV 89511	CONTACT NAME: Sherie Cloutier PHONE (A/C No. Ext): (775) 996-6000 FAX (A/C No): (775) 473-9288 E-MAIL ADDRESS: sherie.cloutier@lpins.net
INSURED HE Hunewill Construction Co. 315 Artist View Wellington NV 89444	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Co of INSURER B: Valley Forge Insurance Co INSURER C: Transportation Insurance Co INSURER D: Companion Com Ins Co INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: UPDATED 1/19/2012 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			4014281406	11/1/2011	11/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			4014281454	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
C		UMBRELLA LIAB EXCESS LIAB			4014281356	11/1/2011	11/1/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WNB000105101	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Additional Insured as respects General Liability, per form G17957G 01/01 attached.
JOB: Battle Mountain 2012 Road Paving Projects

CERTIFICATE HOLDER

CANCELLATION

Lander County 315 S. Humboldt St. Battle Mountain, NV 89820	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE S Cloutier/SHERIE <i>Sherie M. Cloutier</i>
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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED
ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Lander County
315 S. Humboldt St.
Battle Mountain, NV 89820

Designated Project:

Battle Mountain 2012 Road Paving Projects

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:
 - a. The period of time required by the written contract or written agreement; or

- b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,

whichever is less.

- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

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

- C. As respects the coverage provided under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

- 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
 - e. An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

- (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

- (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

- f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- 2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

Premium: \$19,889.00

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

H. E. Hunewill Construction Co., Inc.
1410 West Railroad St., Winnemucca, NV 89445

OWNER (Name and Address):

Lander County
315 South Humboldt St., Battle Mountain, NV 89820

CONTRACT

Date:

Amount: \$2,209,926.48

Two Million Two Hundred Nine Thousand Nine Hundred Twenty Six Dollars and 48/100

Description (Name and Location): Battle Mountain 2012 Road Paving Projects

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

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

BOND

Bond Number: 105789612

Date (Not earlier than Contract Date): August 1, 2012

Amount: \$2,209,926.48

Two Million Two Hundred Nine Thousand Nine Hundred Twenty Six Dollars and 48/100

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: H. E. Hunewill Construction Co., Inc.

Signature: Loren Hunewill (Seal)

Name and Title: Loren Hunewill President

SURETY

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

By: Lori Jones
Signature and Title Lori Jones
(Attach Power of Attorney) Attorney-in-Fact

Attest: Claudia Aguilar
Signature and Title

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. 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.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

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

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 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

3.2. 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 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

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

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

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

4.3. 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 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. 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.

5. If Surety does not proceed as provided in Paragraph 4 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 4.4, 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.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 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 a 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:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

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

7. 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.

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

9. 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.

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

11. 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.

12. Definitions.

12.1. 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.

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

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. 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 comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

L/P Insurance Services, Inc.

6275 Neil Rd., 3rd Floor

Reno, NV 89511

775-996-6037

PAYMENT BOND

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

CONTRACTOR (Name and Address):

H. E. Hunewill Construction Co., Inc.

1410 West Railroad St.

Winnemucca, NV 89445

OWNER (Name and Address):

Lander County

315 South Humboldt St., Battle Mountain, NV 89820

CONTRACT

Effective Date of Agreement:

Amount: \$2,209,926.48

Description (Name and Location):

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

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

Two Million Two Hundred Nine Thousand Nine Hundred Twenty Six Dollars and 48/100

Battle Mountain 2012 Road Paving Projects

BOND

Bond Number: 105789612

Date (Not earlier than Effective Date of Agreement): August 1, 2012

Amount: \$2,209,926.48

Modifications to this Bond Form:

Two Million Two Hundred Nine Thousand Nine Hundred Twenty Six Dollars and 48/100

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**

H. E. Hunewill Construction Co., Inc. (Seal)

Contractor's Name and Corporate Seal

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By:



Signature

Loren Hunewill

Print Name

President

Title

Attest:

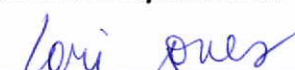


Signature

Secretary

Title

By:



Signature (Attach Power of Attorney)

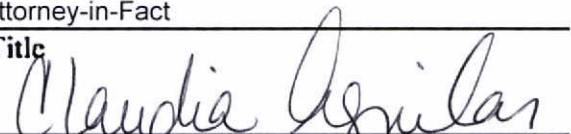
Lori Jones

Print Name

Attorney-in-Fact

Title

Attest:



Signature

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*):

L/P Insurance Services, Inc.
6275 Neil Rd., 3rd Floor
Reno, NV 89511
775-996-6037



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 223412

Certificate No. 004897822

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

Teri L. Wood, Michael Talbott, Nicholas D. E. Rossi, Lori Jones, and Patricia Owens

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of June, 2012.

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

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



State of Connecticut
 City of Hartford ss.

By: _____

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 7th day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of August, 20 12


Kevin E. Hughes, Assistant Secretary



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

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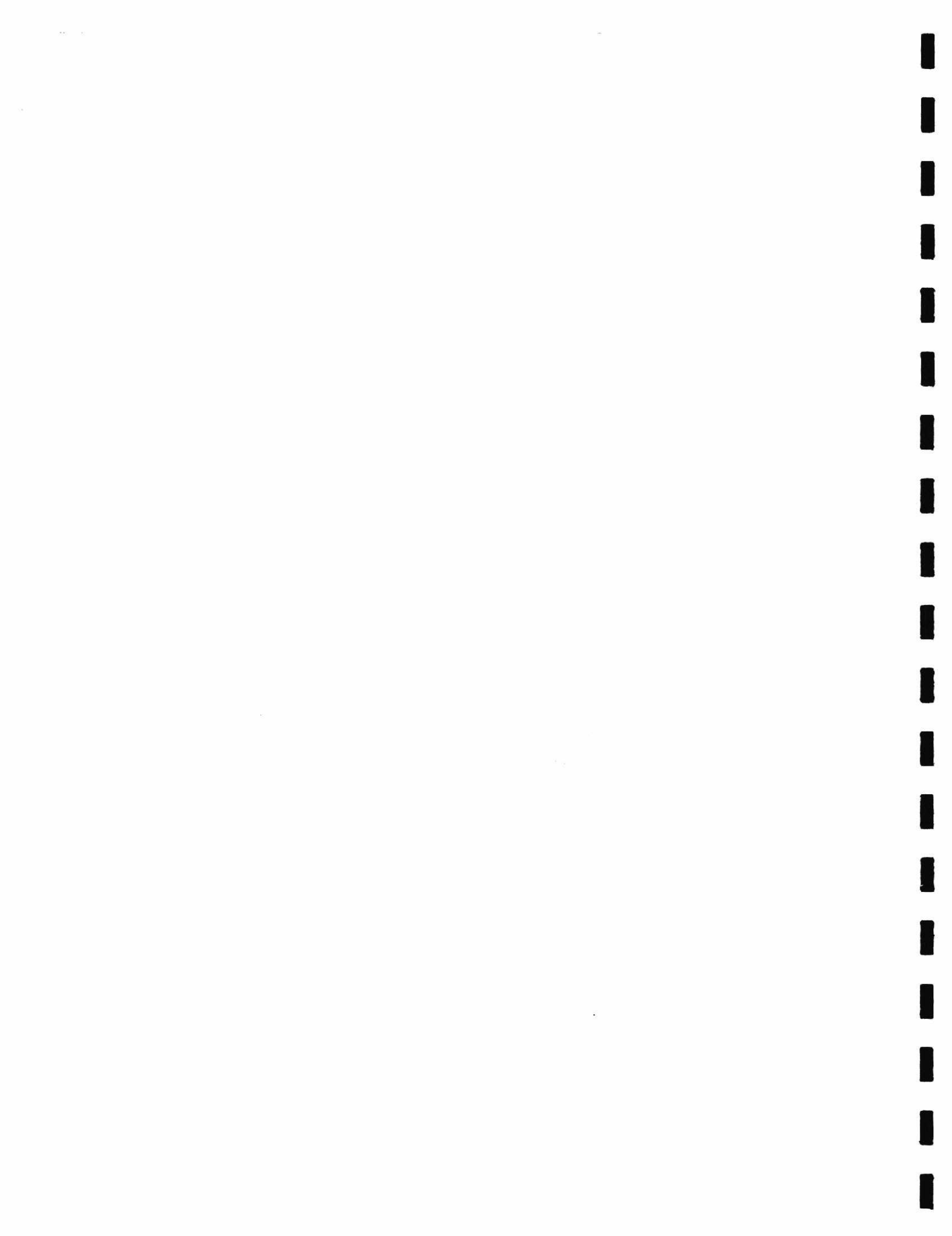
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Bid Solicitation

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Advertisement for Bids

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

Public Works Project Identifying Number (PWP) LA-2012-251

Separate sealed Bids will be received by Lander County, the OWNER, for construction of the **Battle Mountain 2012 Road Paving Projects** at the office of the Lander County Clerk located at 315 South Humboldt, Battle Mountain, Nevada 89820 at **11:00 a.m.**, local time, on **July 18, 2012** and then at said office publicly opened and read aloud.

The Work consists of approximately 812,592 SF of new asphalt pavement overlay on existing paved roads, 306,504 SF of new asphalt pavement on existing gravel roads, and other related work.

Copies of the Contract Documents may be obtained at the office of the ENGINEER located at Shaw Engineering, 20 Vine Street, Reno, Nevada 89503, upon payment (nonrefundable) of \$40.00 for each set. At the request of prospective Bidders, the Contract Documents can be mailed for an additional fee to cover the cost of postage and handling (at cost). The ENGINEER will record only those parties who have obtained the Contract Documents from the office of the ENGINEER.

A pre-bid conference will not be conducted.

Each Bid must be submitted on the prescribed form (separate Bid package) and accompanied by a certified check or Bid Bond in an amount of not less than five percent (5%) of the base Bid amount. Successful Bidders will be required to furnish both a payment Bond and performance Bond in the full amount of the contract price.

State Prevailing Wage Rates are applicable to the Work.

OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work.

If the contract is awarded, OWNER will award the contract to the lowest responsive, responsible Bidder. The low Bidder will be determined on the basis of the base Bid plus any alternates which are accepted by the OWNER in the sequential order they are listed.

END OF SECTION

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00200 Instructions to Bidders

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00200 Instructions to Bidders

ARTICLE 1 - Defined Terms

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplemental Conditions. Additional terms used in these Instructions to Bidders have the meaning indicated below which are applicable to both singular and plural thereof:

- A. *Bidder* --The individual or entity who submits a Bid directly to **OWNER**.
- B. *Issuing Office* --The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office is **Shaw Engineering, Ltd.**, 20 Vine Street, Reno Nevada 89503.
- C. *Successful Bidder* --The lowest responsible Bidder submitting a responsive Bid to whom **OWNER** (on basis of **OWNER**'s evaluation as hereinafter provided) makes an award.

ARTICLE 2 - Copies of Bidding Documents

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit is nonrefundable.

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

Copies of documents obtained from any source other than Shaw Engineering, Ltd. will be at the sole risk of the user. Documents posted on any internet site are for information only. Contract Documents obtained from Shaw Engineering, Ltd. in a printed format shall supercede all other formats, versions, or editions.

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

ARTICLE 3 – Qualifications of Bidders

3.01 Bidder's must be qualified with licensure and experience to perform the work.

ARTICLE 4 - Examination of Bidding Documents, Other Related Data, and Site

4.01 Subsurface and Physical Conditions

- A. The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that **ENGINEER** has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that **ENGINEER** has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by the **OWNER** to any Bidder on request. If the copies are included in the Project Manual, they will be shown in the Table of Contents for Section 00300, Information Available to Bidders. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to **OWNER** and **ENGINEER** by owners of such Underground Facilities, including **OWNER** or others.

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

4.04 On request, **OWNER** will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.05 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other Work that is to be performed at the Site by **OWNER** or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted.

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

- A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions;
- E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the Work to be performed by **OWNER** and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. promptly give **ENGINEER** written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by **ENGINEER** is acceptable to Bidder; and
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

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

ARTICLE 5 - Pre-Bid Conference

5.01 A pre-bid conference will not be conducted.

ARTICLE 6 – Site and Other Areas

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

ARTICLE 7 - Interpretations and Addenda

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

ARTICLE 8 - Bid Security

- 8.01** A Bid must be accompanied by Bid security made payable to **OWNER** in an amount of 5% of Bidder's base Bid price and in the form of a certified or bank check or a Bid Bond [on the form attached] issued by a surety meeting the requirements of paragraph 5.01 and 5.02 of the General Conditions and paragraph SC5.02 of the Supplemental Conditions.
- 8.02** The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, **OWNER** may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom **OWNER** believes to have a reasonable chance of receiving the award may be retained by **OWNER** until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03** Bid security of other Bidders whom **OWNER** believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - Contract Times

- 9.01** The number of days within which or the dates by which the Work (and Milestone) is to be (a) Substantially Completed and (b) also completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 - Liquidated Damages

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - Substitute and "Or-Equal" Items

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by **ENGINEER** and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by **ENGINEER** as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by **ENGINEER** at least ten days prior to the date for receipt of Bids. Each such request shall conform to requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed items is upon Bidder. **ENGINEER's** decision of approval or disapproval of a proposed item will be final. If **ENGINEER** approves any 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.

ARTICLE 12 - Subcontractors, Suppliers, and Others

12.01 Each Bidder shall list the name and business address of each Subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specifically fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the plans, in excess of one-half of one percent of the total amount shown in the Bid, and shall also list the portion of the Work which will be done by such Subcontractor.

12.02 A **CONTRACTOR** whose Bid is accepted shall not substitute any person for a Subcontractor who is named in the Bid unless:

- A. The **OWNER** objects to the Subcontractor, requests in writing a change in the Subcontractor and pays any increase in costs resulting from the change; or
- B. The substitution is approved by the **OWNER** and:
 - 1. The Subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the **CONTRACTOR** which was offered to the Subcontractor with the same terms that all other Subcontractors on the Project were offered;
 - 2. The named Subcontractor files for bankruptcy or becomes insolvent; or
 - 3. The named Subcontractor fails or refuses to perform his subcontract within a reasonable time or is unable to furnish a performance Bond and payment Bond pursuant to NRS 339.025.

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

12.04 The **CONTRACTOR** may subcontract no more than 50 percent of the total cost of the Project.

ARTICLE 13 – Preparation of Bid

- 13.01** The Bid Forms and Supplements are included with the Bidding Documents.
- 13.02** All blanks on the Bid Forms and Supplements shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item and alternative listed therein.
- 13.03** A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and State of incorporation shall be shown below the signature.
- 13.04** A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05** A Bid by limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The State of formation of the firm and the official address of the firm must be shown below the signature.
- 13.06** A Bid by an individual shall show the Bidder's name and official address.
- 13.07** A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature. Any Bidder who submits a joint venture Bid shall obtain written approval from the State of Nevada Contractor's Board prior to submitting such a Bid and shall attach approval with Bid.
- 13.08** All names shall be typed or printed in ink below the signatures.
- 13.09** The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.
- 13.10** The address and telephone number for communications regarding the Bid shall be shown.
- 13.11** The Bid shall contain evidence of Bidder's authority and qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's State contractor license number for the State of the Project, if any, shall also be shown on the Bid form.

ARTICLE 14 - Basis of Bid; Evaluation of Bids

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities

and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

14.03 The Section 01110 Summary of Work contains additional information regarding the work described in the unit Bid items.

ARTICLE 15 – Submittal of Bid

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Forms and Supplements. The unbound copy of the Bid Forms and Supplements is to be completed and submitted.

15.02 A Bid shall be submitted 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 an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". Bids delivered via facsimile will not be accepted and will be returned to the Bidder. A mailed Bid shall be addressed to Lander County Road and Bridge Department, 315 South Humboldt St., Battle Mountain, Nevada 89820. It is the sole responsibility of the Bidder to verify that its Bid is received by the **OWNER** prior to the public opening of the Bids.

ARTICLE 16 – Modification and Withdrawal of Bid

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with **OWNER** and promptly thereafter demonstrates to the reasonable satisfaction of **OWNER** that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, 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 the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternatives, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - Bids to Remain Subject to Acceptance

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

ARTICLE 19 - Award of Contract

- 19.01** **OWNER** reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. **OWNER** further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. **OWNER** may also reject the Bid of any Bidder if **OWNER** believes that it would not be in the best interest of the Project to make an award to that Bidder. **OWNER** also reserves the right to waive all informalities not involving price, time, or changes in the Work.
- 19.02** More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03** In evaluating Bids, **OWNER** will consider whether or not the Bids comply with the prescribed requirements and such alternates, unit prices, and other data as may be requested in the Bid Forms and Supplements or prior to the Notice of Award.
- 19.04** In evaluating Bidders, **OWNER** will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted.
- 19.05** **OWNER** may conduct such investigations as **OWNER** deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06** If the Contract is to be awarded, **OWNER** will award the Contract to the lowest responsive, responsible Bidder of the Project.
- 19.07** The low Bidder will be determined on the basis of the base Bid plus any alternates which are accepted by the **OWNER**. The alternate Bids will be selected and awarded by the **OWNER** in the sequential order they are listed on the Bid Proposal Form and in the best interest of the **OWNER**.

ARTICLE 20 - Contract Security and Insurance

- 20.01** Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth **OWNER**'s requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to **OWNER**, it must be accompanied by such bonds.
- 20.02** A performance Bond and a payment Bond, each in the amount of 100 percent of the Contract Price with a corporate surety approved by the **OWNER**, will be required for the faithful performance of the Contract. The Bond forms provided in the Contract Documents must be used.
- 20.03** Attorneys-in-fact who sign Bid Bonds or payment Bonds and performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

ARTICLE 21 – Signing of Agreement

21.01 When **OWNER** gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to **OWNER**. Within ten days thereafter, **OWNER** shall deliver one fully signed counterpart to Successful Bidder with a complete set of the drawings with appropriate identification.

ARTICLE 22 - Sales and Use Taxes

22.01 The Bidder must include all sales and use taxes in its Bid.

ARTICLE 23 - Other Items

23.01 Pursuant to Nevada Revised Statute (NRS) 338.145, the **OWNER** will not award the Contract to a Bidder who, at the time of submitting a Bid, was not properly licensed under the provisions of Chapter 624 of NRS or if the Contract would exceed the limit of the Bidder's license.

23.02 A sub-bidder named by the Bidder who is not properly licensed for that portion of the Work shall be deemed unacceptable. If the sub-bidder is deemed unacceptable, the Bidder shall provide an acceptable sub-bidder before award of the Contract without an increase in Contract Price.

23.03 The **CONTRACTOR** shall cause all appropriate provisions of the Contract to be inserted in all subcontracts relative to the Work to bind Subcontractors to the **CONTRACTOR** by the terms of the Contract Documents (NRS 338.165 and 338.170).

23.04 In each Contract for the construction of public works, a proviso shall be inserted to the effect that if the provisions of this section are not complied with by the **CONTRACTOR**, the Contract shall be void, and any failure or refusal to comply with any of the provisions of this section shall render any such Contract void (NRS 338.130).

ARTICLE 24 – Prevailing Wage Rates

24.01 State Prevailing Wage Rates shall be paid on this Project. The Bidder shall be solely responsible for obtaining current rates any and all modifications and/or Addenda issued on the Prevailing Wage Rates prior to the scheduled Bid opening date.

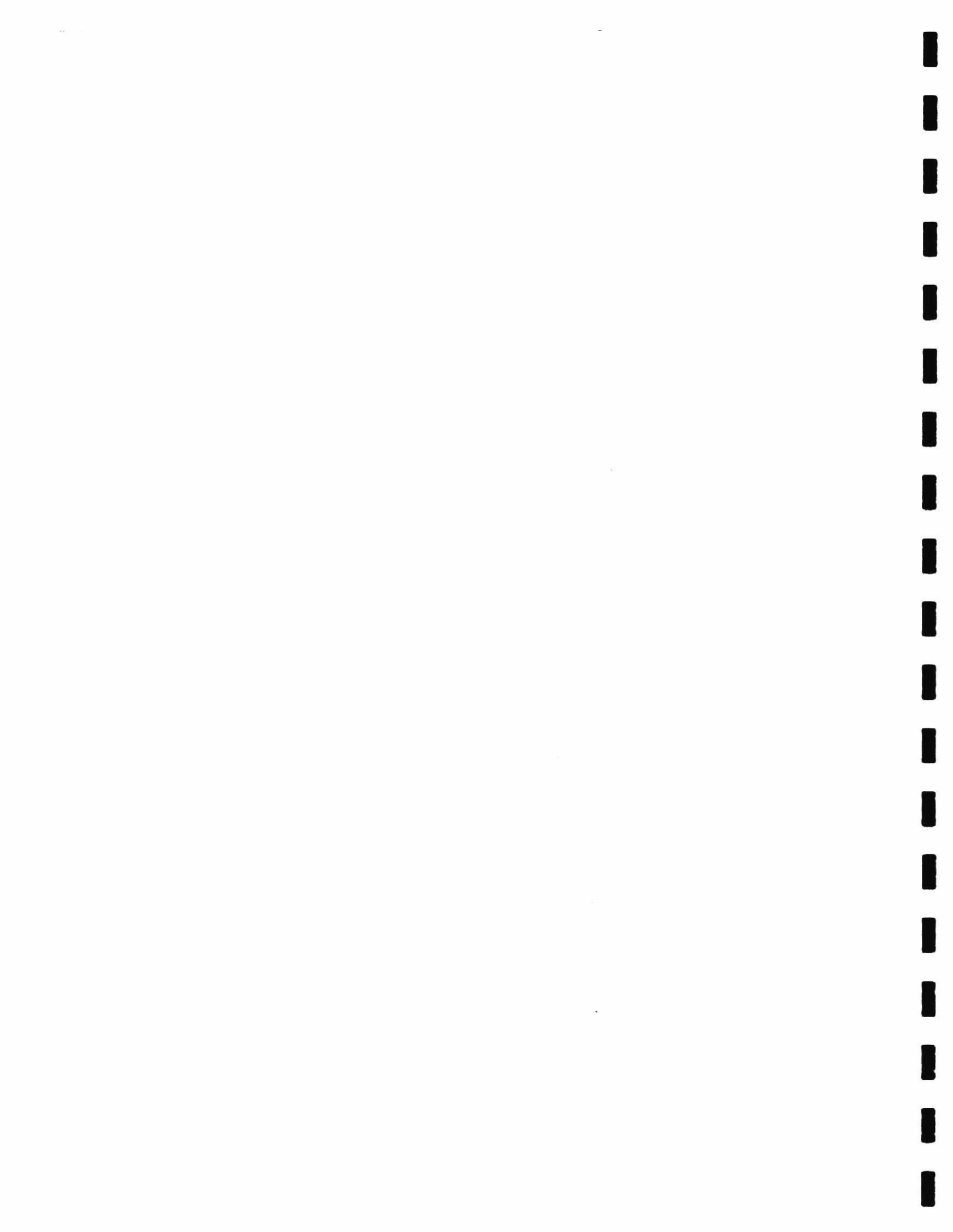
END OF SECTION

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00300 Information Available to Bidders

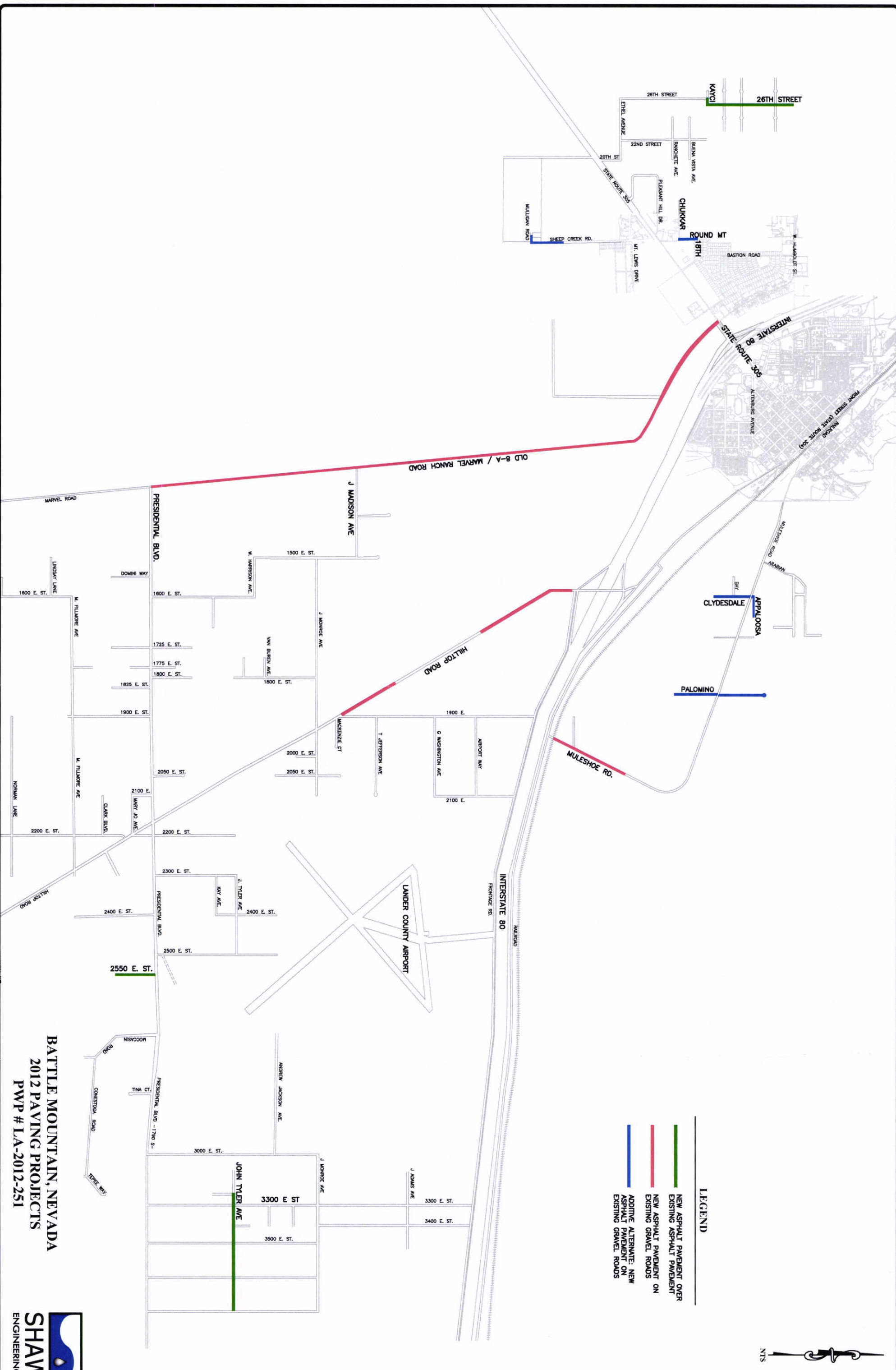
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<u>Item</u>	<u>Number</u>
Battle Mountain Project Location Map.....	N\A





- LEGEND**
- NEW ASPHALT PAVEMENT OVER EXISTING ASPHALT PAVEMENT
 - NEW ASPHALT PAVEMENT ON EXISTING GRAVEL ROADS
 - ADDITIVE ALTERNATE: NEW ASPHALT PAVEMENT ON EXISTING GRAVEL ROADS



BATTLE MOUNTAIN, NEVADA
2012 PAVING PROJECTS
PWP # LA-2012-251



Bid Proposal

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<u>Item</u>	<u>Number</u>
Bid Proposal	00400-1 thru 6
Bid Bond.....	00430-1 thru 2
List of Subcontractors.....	00450-1
Major Material Suppliers Information.....	00450-2
Preferential Bidder Status.....	00450-3

00400 Bid Proposal

Contract Identification:

Lander County
2012 Road Paving Projects
June 2012

This Bid is Submitted To:

Lander County
315 South Humboldt St.
Battle Mountain, NV 89820

- 1.01 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.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

None

Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities)

which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of 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 correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given **ENGINEER** written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents, and the written resolution thereof by **ENGINEER** is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - K. Bidder is aware that project funding is being provided in whole or in part by Lander County.
 - L. Bidder understands that State Prevailing Wage Rates are applicable on this project.
 - M. Bidder is aware that he will be required to comply with Equal Employment Opportunity, President's Executive Order 111246, Section 3 and Segregated Facilities, and the affirmative steps toward small, minority, and women businesses.
- 4.01 Bidder further represents that 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 agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over **OWNER**.
- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
1.	4-inch Asphalt Pavement Overlay: Provide all labor, equipment, materials and services to place 4-inches thick Type 2 asphalt concrete pavement overlay with seal coat locations indicated on the project map; and related incidental work.	71,280 SF	\$ <u>2.23</u> /SF	\$ <u>158,954.40</u>
2.	3-inch Asphalt Pavement Overlay: Provide all labor, equipment, materials and services to place 3-inches thick Type 2 asphalt concrete pavement overlay with seal coat locations indicated on the project map; and related incidental work.	741,312 SF	\$ <u>1.73</u> /SF	\$ <u>1,282,469.76</u>
3.	3-inch Asphalt Pavement: Provide all labor, equipment, materials and services to place 3-inches thick Type 2 asphalt concrete pavement with seal coat locations indicated on the project map; and related incidental work.	121,176 SF	\$ <u>1.73</u> /SF	\$ <u>209,634.48</u>
4.	2-inch Asphalt Pavement: Provide all labor, equipment, materials and services to place 2-inches thick Type 2 asphalt concrete pavement with seal coat locations indicated on the project map; and related incidental work.	185,328 SF	\$ <u>1.23</u> /SF	\$ <u>227,953.44</u>
Total Bid Price (Sum of Bid Items 1 thru 4)			\$ <u>1,879,012.08</u>	

Additive Alternate Bid Schedule

Item No.	Description	Estimated Quantity	Unit Price	Total Estimated Amount
A1	3-inch Asphalt Pavement: Provide all labor, equipment, materials and services to place 2-inches thick type 2 asphalt concrete pavement overlay with seal coat locations indicated on the project map; and related incidental work.	191,280 SF	\$ <u>1.73</u> /SF	\$ <u>330,914.40</u>

See Section 01110 Summary of Work for additional information regarding description of the work in the bid schedule. Also, see project map in Section 00300 of the bid documents.

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

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed after the date when the contract times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work (and Milestone) within the times specified above, which shall be stated in the Agreement.

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

- A. Bid Bond
- B. List of Subcontractors
- C. Major Material Suppliers Information
- D. Affidavit of Preferential Bidder Status

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

SUBMITTED on JULY 18, 2012
State Contractor License No. 9078A Contractual Limit \$ Unlimited

I have ☐ have not ☒ applied for a one time raise in limit with the State of Nevada State Contractors Board.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (Individual's signature) (SEAL)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A CorporationCorporation Name: HE Hunewill Construction Co., Inc. (SEAL)State of Incorporation: NevadaType (General Business, Professional, Service, Limited Liability): General BusinessBy: [Signature]

(Signature --attach evidence of authority to sign)

Name (typed or printed): Loren HunewillTitle: President (CORPORATE SEAL)Attest: [Signature] Rhonda Orr

(Signature of Corporate Secretary)

Business address: 1410 W Railroad St. Winnemucca NV 89445Phone No.: 775 623-2888 Fax No.: 775 623-2992Date of qualifications to do business is August 16, 1974Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Phone and fax number, and address for receipt of official communications:

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above. Any Bidder who submits a joint venture Bid shall obtain written approval from the State of Nevada Contractors Board prior to submitting such Bid and shall attach the approval with the Bid.)

PENAL SUM FORM

BID BOND

BIDDER (Name and Address):

H. E. Hunewill Construction Co., Inc.
315 Artist View
Wellington, NV 89444

SURETY (Name and Address of Principal of Business):

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

OWNER (Name and Address):

Lander County
315 South Humboldt Street
Battle Mountain, NV 89820

BID:

BID DUE DATE: 07/18/12

PROJECT (Brief Description Including Location):

Battle Mountain 2012 Road Paving Project PWP LA - 2012 - 251
Battle Mountain, NV

BOND:

BOND NUMBER: n/a

DATE (Not later than Bid Due Date): 07/09/12

PENAL SUM: Five Percent of Bid Amount

5%

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, Intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, due each cause the Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

H. E. Hunewill Construction Co Inc (Seal)

Bidder's Name and Corporate Seal

By: [Signature] (Seal)
Signature and Title President

Attest: [Signature]
Signature and Title

SURETY

Travelers Casualty and Surety

Company of America (Seal)

Surety's Name and Corporate Seal

By: [Signature] (Seal)

Signature and Title
(Attach Power of Attorney)
Patricia Owens - Attorney in Fact

Attest: [Signature]
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by OWNER, or
 - 3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this bond will be due and payable in upon default by Bidder and Within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time of Issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS**POWER OF ATTORNEY**

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

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

Attorney-In Fact No. 223412

Certificate No. 004582550

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

Teri L. Wood, Michael Talbott, Nicholas D. E. Rossi, Lori Jones, and Patricia Owens

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of October, 2011.

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

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



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 11th day of October, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9 day of July, 20 12


Kevin E. Hughes, Assistant Secretary



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

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

List of Subcontractors

Each Bidder shall list below the name and business address of each Subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, in excess of one-half of one percent of the total amount shown in the base Bid amount, and shall also list the portion of the Work which will be done by such Subcontractor.

Portion of Work	Subcontractor's Name and Address
1. <u>Paving</u>	<u>Qualcon Contractors Inc</u> <u>1645 Esmeralda Ave</u> <u>Minden, NV 89423</u>
2. _____	_____
3. <u>For any work not specifically</u> <u>listed above.</u>	<u>H.E. Hunewill Const. Co. Inc.</u> <u>1410 W. Railroad St.</u> <u>Winnevasca, NV 89445</u>
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

Major Material Suppliers Information

The Bidder shall indicate opposite each item of equipment and material listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. <u>Asphalt</u>	<u>Idaho Asphalt</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

Preferential Bidder Status

(COMPLETION OF THIS PORTION OF THE BID PROPOSAL IS OPTIONAL)

In accordance with NRS 338.147, a Bidder that submits copy of a certificate of eligibility to receive a preference in bidding on public works issued to him by the state contractors board shall be deemed to have submitted a better bid than a competing contractor who has not provided a copy of such a valid certificate of eligibility if the amount of his bid is not more than 5 percent higher than the amount bid by the competing bidder.

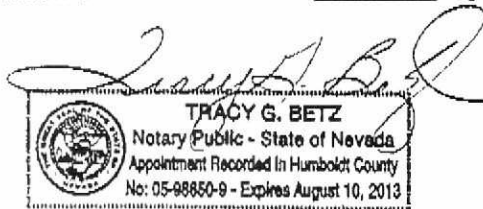
X

Copy of Certificate of Eligibility to receive a preference in bidding is attached.
(Initial or check if applies)

[Signature]
Signature

President
Title

Subscribed and sworn to this 17th day of July, 2012.

**END OF SECTION**

NEVADA STATE CONTRACTORS BOARD



5670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 683-1141 FAX (775) 683-1271 INVESTIGATIONS (775) 683-1150
2313 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89011 (702) 455-4000 FAX (702) 455-1192 INVESTIGATIONS (702) 426-1110

CERTIFICATE OF ELIGIBILITY

PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-04-28-0136

H. E. HUNEWILL CONSTRUCTION CO., INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 9078A ORIGINAL ISSUE DATE: 08/16/1974 BUSINESS TYPE: CORPORATION CLASSIFICATION: A(3)-DAMS AND RESERVOIRS; A(7)-EXCAVATING & GRADING; A(12)-EXCAVATE GRADE TRENCH SURFACE; A(16)-PAVING STREETS, DRIVEWAYS, LOTS; A(17)-LINES TO TRANSMIT ELECTRICITY; A(18)-FARM IRRIGATION; A(19)-PIPELINE AND CONDUITS; A(21)-FENCING & GUARDRAILS MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON SEPTEMBER 1, 2011 AND EXPIRES ON AUGUST 31, 2012, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias 8/31/2011
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

Notice of Award, Agreement and Notice to Proceed

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<u>Item</u>	<u>Number</u>
Notice of Award.....	00510-1
Agreement.....	00520-1 thru 7
Notice to Proceed.....	00550-1

Notice of Award

Dated July 26, 2012

TO: H.E. Hunewill Construction, INC.

ADDRESS: 1410 W. Railroad Street, Winnemucca, NV 89445

Contract: Battle Mountain 2012 Road Paving Projects

You are notified that your Bid dated July 18, 2012 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the Battle Mountain 2012 Road Paving Projects.

(Indicate Total Work, Alternates or Sections of Work Awarded)

The Contract Price of your Contract is Two million, two hundred and nine thousand, nine hundred and twenty six dollars and forty eight cents. Dollars (\$ 2,209,926.48).

2 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.
NA sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by August 10th, 2012.

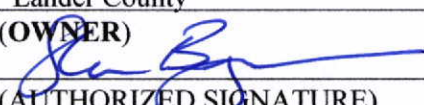
1. Deliver to the Owner 2 fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature on (0520-7)].
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), [and] General Conditions (paragraph 5.01) [and Supplementary Conditions (paragraph SC-5.01).]
3. (List other conditions precedent).

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

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

Copy to **ENGINEER**
(use Certified Mail,
Return Receipt Requested)

By:

Lander County
(**OWNER**)

(AUTHORIZED SIGNATURE)
Project Engineer (TITLE)

DOC # 0264733

08/16/2012

09:44 AM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 3

RPTT: Recorded By: BB

Book- 636 Page- 0118



0264733

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

**RESOLUTION NO. 2012-16 DIRECTING APPORTIONMENT OF NET PROCEEDS
RECEIVED IN THE MONTH OF JULY FOR FY 2011-2012**

TITLE OF DOCUMENT

This page added to provide additional information required by NRS 111.312 Section 1-2.

This cover page must be typed or printed.

**RESOLUTION NO. 2012-16****Of the Board of Lander County Commissioners****A RESOLUTION DIRECTING APPORTIONMENT OF NET PROCEEDS RECEIVED IN THE MONTH OF JULY FOR FY 2011- 2012**

WHEREAS, on July 26th, 2012, the Lander County Treasurer received \$518,163.10 in Net Proceeds for FY 09-10 and FY 10-11: and

WHEREAS, it is the desire of the Lander County Board of Commissioners to appropriate the Net Proceeds as follows:

MANDATED:	AMOUNTS:	FUNDS:
Commission Fees/General Fund 3%	\$ 15,544.91	001-000-38045
Assessor Tech Fees 2%	\$ 10,363.26	300-000-32223
China Springs	\$ 674.93	001-000-38040
State Medical Indigency	\$ 6,901.10	004-000-38040
State Indigent (NACO)	\$ 2,440.18	004-000-38041
Capital Acquisition	\$ 4,880.35	031-000-38040
Landfill	\$ 16,199.91	011-000-38040
Public Safety Debt	\$ 16,444.67	043-000-38040
Hospital	\$ 78,956.75	060-000-38040
School District	\$ 115,908.32	070-000-38040
TOTAL	\$ 268,314.38	

DISCRETIONARY:	AMOUNTS:	FUNDS:
CCP	\$ 217,813.57	055-000-38040
Bldgs. & Equipment	\$ 32,035.15	029-000-38040
TOTAL	\$ 249,848.72	

WHEREAS, the Lander County Board of Commissioners desires to use Discretionary Net Proceeds to fund CCP (Fund 055) in the amount of \$217,813.57 and Buildings & Equipment (Fund 029) in the amount of \$32,035.15.

BE IT FURTHER RESOLVED, that the Finance Director and the Treasurer are directed to distribute the payment for Net Proceeds according to the schedule:



PASSED AND ADOPTED this 9TH day of August 2012.

THOSE VOTING AYE:

Commissioner	<u>Bullock</u>
Commissioner	<u>Stienmetz</u>
Commissioner	<u>Mason</u>
Commissioner	_____
Commissioner	_____

THOSE VOTING NAY:

Commissioner	_____
--------------	-------

THOSE ABSENT:

Commissioners	<u>Williams & Garner</u>
---------------	------------------------------

Dean Bullock
DEAN BULLOCK, Chair
Lander County Board of Commissioners

ATTEST: Sadie Sullivan
SADIE SULLIVAN
Lander County Clerk

Notice to Proceed

Dated _____

To: _____
(Contractor)

Address¹: _____

Contract: Battle Mountain 2012 Road Paving Projects

You are notified that the Contract Times under the above contract will commence to run on _____. By 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 _____.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and **OWNER** must each deliver to the other (with copies to **ENGINEER** and other identified additional insureds) 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):

Lander County, Nevada
(OWNER)

By: _____
(Authorized Signature)

(Title)

Copy to **ENGINEER**:

Shaw Engineering, Ltd.

¹ (Use Certified Mail, Return Receipt Requested)

END OF SECTION

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Bonds, Application for Payment & Certificate of Substantial Completion

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Certificate of Substantial Completion.....	00620-3 thru 4
Certificate of Owner's Attorney	00620-5



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): **Lander County**
315 South Humboldt Street
Battle Mountain, Nevada 89820

CONTRACT: Date: _____ Amount: _____

Description (Name and Location): _____

BOND: Date (Not earlier than Contract Date): _____ Amount: _____

Modifications to this Bond Form: _____

Surety and **CONTRACTOR**, intending to be legally bound hereby, subject to the terms printed on page 00610-2, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR as Principal

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

_____ (attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR as Principal

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

_____ (attach Power of Attorney)

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

2. If the **CONTRACTOR** performs the Contract, the Surety and the **CONTRACTOR** have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

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

3.1 The **OWNER** has notified the **CONTRACTOR** and the Surety at the addresses described in paragraph 10 below, that the **OWNER** is considering declaring a **CONTRACTOR** Default and has requested and attempted to arrange a conference with the **CONTRACTOR** and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the **OWNER**, the **CONTRACTOR** and the Surety agree, the **CONTRACTOR** shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the **OWNER**'s right, if any, subsequently to declare a **CONTRACTOR** Default; and

3.2 The **OWNER** has declared a **CONTRACTOR** Default and formally terminated the **CONTRACTOR**'s right to complete the Contract. Such **CONTRACTOR** Default shall not be declared earlier than twenty days after the **CONTRACTOR** and the Surety have received notice as provided in paragraph 3.1; and

3.3 The **OWNER** has agreed to pay the Balance of the Contract Price to:

3.3.1 The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the **OWNER** has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the **CONTRACTOR**, with consent of the **OWNER**, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractor; or

4.3 Obtain Bids or negotiated proposals from qualified contractor acceptable to the **OWNER** for a contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the **OWNER** and the contractor selected with the **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 the **OWNER** the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the **OWNER** resulting from the **CONTRACTOR** Default; or

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

4.4.1 After investigation, determine the amount for which it may be liable to the **OWNER** and, as soon as practicable after the amount is determined, tender payment therefor to the **OWNER**; or

4.4.2 Deny liability in whole or in part and notify the **OWNER** citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the **OWNER** to the Surety demanding that the Surety perform its obligations under this Bond, and the **OWNER** shall be entitled to enforce any remedy available to the **OWNER**. If the Surety proceeds as provided in paragraph 4.4, and the **OWNER** refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the **OWNER** shall be entitled to enforce any remedy available to the **OWNER**.

6. After the **OWNER** has terminated the **CONTRACTOR**'s right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the **OWNER** shall not be greater than those of the **CONTRACTOR** under the Contract, and the responsibilities of the **OWNER** to the

Surety shall not be greater than those of the **OWNER** under the Contract. To a limit of the amount of this Bond, but subject to commitment by the **OWNER** of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the **CONTRACTOR** for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional and delay costs resulting from the **CONTRACTOR**'s Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the **CONTRACTOR**.

7. The Surety shall not be liable to the **OWNER** or others for obligations of the **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 action shall accrue on this Bond to any person or entity other than the **OWNER** or its heirs, executors, administrators, or successors.

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

9. 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 located and shall be instituted within two years after **CONTRACTOR** Default or within two years after the **CONTRACTOR** ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suite shall be applicable.

10. Notice to the Surety, the **OWNER** or the **CONTRACTOR** shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements 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.

12. Definitions.

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

12.2 Contract: The agreement between the **OWNER** and **CONTRACTOR** identified on the signature page, including all Contract Documents and changes thereto.

12.3 **CONTRACTOR** Default: Failure of the **CONTRACTOR**, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 **OWNER** Default: Failure of the **OWNER** which has neither been remedied nor waived, to pay the **CONTRACTOR** as required by the Contract or to perform and complete or comply with the other terms thereof.

Payment Bond

Any singular reference to Contract, 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): **Lander County**
315 South Humboldt Street
Battle Mountain, Nevada 89820

CONTRACT: Date: _____ Amount: _____

Description (Name and Location): _____

BOND: Date (Not earlier than Contract Date): _____ Amount: _____

Modifications to this Bond Form: _____

Surety and **CONTRACTOR**, intending to be legally bound hereby, subject to the terms printed on page 00610-4, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR as Principal

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

_____ (attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR as Principal

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

_____ (attach Power of Attorney)

1. The **CONTRACTOR** and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the **OWNER** to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the **OWNER**, this obligation shall be null and void if the **CONTRACTOR**:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies and holds harmless the **OWNER** from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the **OWNER** has promptly notified the **CONTRACTOR** and the 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 the **CONTRACTOR** and the Surety, and provided there is no **OWNER** Default.

3. With respect to Claimants, this obligation shall be null and void if the **CONTRACTOR** promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the **CONTRACTOR** have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the **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 the **CONTRACTOR**:
 1. Have furnished written notice to the **CONTRACTOR** and sent a copy, or notice thereof, to the **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 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 the **CONTRACTOR**, or not received within 30 days of furnishing the above notice any communication from the **CONTRACTOR** by which the **CONTRACTOR** has 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 the Surety and sent a copy, or notice thereof, to the **OWNER**, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the **CONTRACTOR**.

5. If a notice required by paragraph 4 is given by the **OWNER** to the **CONTRACTOR** or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the **OWNER**, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.

7. The 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 the Surety.

8. Amounts owed by the **OWNER** to the **CONTRACTOR** under the Contract shall be used for performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the **CONTRACTOR** furnishing and the **OWNER** accepting this Bond, they agree that all funds earned by the **CONTRACTOR** in the performance of the Contract are dedicated to satisfy obligations of the **CONTRACTOR** and the Surety under this Bond, subject to the **OWNER**'s priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the **OWNER**, Claimants or others for obligations of the **CONTRACTOR** that are unrelated to the Contract. The **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 obligation to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase order 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 Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the **OWNER** or the **CONTRACTOR** shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the **OWNER** or the **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 or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. 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, the **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 the **CONTRACTOR** or with a Subcontractor of the **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 the **CONTRACTOR** and the **CONTRACTOR**'s Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Contract: The agreement between the **OWNER** and the **CONTRACTOR** identified on the signature page, including all Contract Documents and changes thereto.

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

Application for Payment No. _____

To: Lander County (OWNER)

From: _____ (CONTRACTOR)

Contract: Battle Mountain 2012 Road Paving Projects

For Work accomplished through the date of: _____

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or-)	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement)	
	_____ % of completed Work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ _____

Accompanying Documentation:

CONTRACTOR's Certification:

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

Date _____

CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____, _____

Notary Public

My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

ENGINEER

By: _____

Application No. _____ Date: _____

00620-1

Notary Stamp

Item	Unit Price	Estimated Quantity	Schedule of Values Amount	Quantity Completed	Amount	%	Material Stored	Amount Completed and Stored
1.	\$		\$		\$		\$	\$
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
21.								
22.								
23.								
24.								
25.								
26.								
27.								
28.								
29.								
30.								
Total			\$		\$		\$	\$

Certificate of Substantial Completion

Date of Issuance: _____

OWNER Lander County

CONTRACTOR _____

Contract: Battle Mountain 2012 Road Paving Projects

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

To _____
OWNER

And To _____
CONTRACTOR

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

Date of Substantial Completion

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

insurance and warranties and guarantees shall be as follows:

OWNER _____

CONTRACTOR _____

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

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

Executed by **ENGINEER** on _____
Date

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____
Date


OWNER

By: _____
(Authorized Signature)

Certificate of Owner's Attorney

I, the undersigned, James J. Barnes, the duly authorized and acting legal representative of
Lander County, do hereby certify as follows:

I have examined the attached **CONTRACTOR(s)** Performance and Payment Bonds and insurance certificates and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the **CONTRACTOR's** insurance coverage complies with the requirements of the Contract.



Attorney's Signature

Date: 8/6/12

END OF SECTION

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00700 General Conditions

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00700 General Conditions

ARTICLE 1- Definitions and Terminology

1.01 Defined Terms

- A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.
1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the 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. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
 7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instruction to Bidders, Bid security form, if any, and the Bid form with any supplements.
 8. *Bonds*--Performance and payment bonds and other instrument of security.
 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*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), **CONTRACTOR**'s bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and **ENGINEER**'s written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by **OWNER** to **CONTRACTOR** 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 Substantial Completion; and (ii) 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.A 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. ***ENGINEER**'s Consultant*--An individual or entity having a contract with **ENGINEER** to furnish services as **ENGINEER**'s independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.
21. *Field Order*--A written order issued by **ENGINEER** which requires minor changes in the Work by which does not involve a change in the Contract Price or the Contract Times.
22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *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 in connection with the Work.
24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1p04 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and others of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *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.
28. *Notice of Award*--The written notice by **OWNER** to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, **OWNER** will sign and deliver the Agreement.
29. *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.
30. *OWNER*--The individual, entity, public body, or authority with whom **CONTRACTOR** has entered into the Agreement and for whom the Work is to be performed.
31. *Partial Utilization*--Use by **OWNER** of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
32. *PCBs*--Polychlorinated biphenyls.
33. *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.
34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.
35. *Project Manual*--The bound documentary information prepared for bidding and construction 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.

36. *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.
37. *Resident Project Representative*--The authorized representative of **ENGINEER** who may be assigned to the Site or any part thereof.
38. *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.
39. *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.
40. *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**.
41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applies to the Work and certain administrative details applicable thereto.
42. *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.
43. *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 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 part of the Work refer to Substantial Completion thereof.
44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.
45. *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 any Subcontractor.
46. *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.
47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed 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.
49. *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.
50. *Written Amendment*--A written statement modifying the Contract Documents, signed by **OWNER** and **CONTRACTOR** on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed", "as approved", or terms of like effect or import are used, or 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 action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 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 9.10 or any other provision of the Contract Documents.

B. Day

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

C. Defective

1. The word "defective", when modifying the word "Work", refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspections, reference standard, test, or approval referred to in the Contract Documents, or 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).

D. 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.
5. Unless stated otherwise in the Contract Documents, words or phrases which 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

- A. When **CONTRACTOR** delivers the executed Agreements to **OWNER**, **CONTRACTOR** shall also deliver to **OWNER** such Bonds as **CONTRACTOR** may be required to furnish.

2.02 Copies of Documents

- A. **OWNER** shall furnish to **CONTRACTOR** up to ten copies of the Contract Documents. 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. **CONTRACTOR's Review of Contract Documents:** 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** may discover and shall obtain a written interpretation or clarification from **ENGINEER** before proceeding with any Work affected thereby; however, **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** knew or reasonably should have known thereof.
- B. **Preliminary Schedules:** Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), **CONTRACTOR** shall submit to **ENGINEER** for its 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 Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; 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.
- C. **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.

2.06 Preconstruction Conference

- A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by **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.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

- A. Unless otherwise provided in the Contract Documents, at least ten 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.B. **CONTRACTOR** shall have an additional ten 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 any specified Milestones and 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 Shop Drawing and Sample 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 called for by one is as binding as if called for 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 may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended 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, nor shall any such provision or instruction be effective to assign to **OWNER**, **ENGINEER**, or any of **ENGINEER**'s Consultants, agents, or employees 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. 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 any provisions of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, **CONTRACTOR** shall report it to **ENGINEER** in writing at once. **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; provided, however, that **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for failure to report any such conflict, error, ambiguity, or discrepancy unless **CONTRACTOR** knew or reasonably should have known 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, code, or instruction (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 Regulations).

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 in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) 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: (i) a Field Order; (ii) **ENGINEER**'s approval of a Shop Drawing or Sample; or (iii) **ENGINEER**'s written interpretation or clarification.

3.05 Reuse of Documents

- A. **CONTRACTOR** and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with **OWNER**: (i) shall not 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 **ENGINEER's** Consultant, including electronic media editions; and (ii) shall not reuse any of 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**. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude **CONTRACTOR** from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – Availability of Lands; Subsurface & Physical 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 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, **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 constructions 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 of explorations and test of subsurface conditions at or contiguous to the Site that **ENGINEER** has used in preparing the Contract Documents; and
 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that **ENGINEER** has used in preparing the contract Documents.
- B. Limited Reliance by **CONTRACTOR** on Technical Data Authorized: **CONTRACTOR** may rely upon the general 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**, **ENGINEER**, or any of **ENGINEER's** Consultants 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 at or contiguous to the Site 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 paragraph 9.08 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** in respect of Contract Price and Contract Times by the submission of a Bid 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 within the time 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, **OWNER**, **ENGINEER**, and **ENGINEER**'s Consultants 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.

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; 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 of 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 Referenced Points

- A. **OWNER** shall provide engineering surveys to establish reference points for construction which in **ENGINEER**'s judgement 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 monument, and shall make no changes or relocations without the prior written approval of **OWNER**. **CONTRACTOR** shall report to **ENGINEER** whenever any reference points 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: Reference is made to the Supplementary Condition for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the **ENGINEER** in the preparation of the Contract Documents.
- B. Limited Reliance by **CONTRACTOR** on Technical Data Authorized: **CONTRACTOR** may rely upon the general 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**, **ENGINEER** or

any of **ENGINEER's** Consultants 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 the 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); and (iii) notify **OWNER** and **ENGINEER** (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.
- 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 to **CONTRACTOR** written notice: (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, **ENGINEER**, **ENGINEER's** Consultants and

the officers, directors, partners, employees, agents, other 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.E 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, ENGINEER, ENGINEER's** Consultants, and the officers, directors, partners, employees, agents, other 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 of 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 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 are not intended to 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 **CONTRACTOR's** obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. **CONTRACTOR** shall also furnish such other Bonds as 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 current lists 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 Services, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- 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 within 20 days thereafter substitute 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 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. **OWNER** shall deliver to **CONTRACTOR**, with copies to each additional insured 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.

5.04 **CONTRACTOR's** Liability Insurance

- A. **CONTRACTOR** shall purchase and maintain such liability and other 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 worker's 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: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by **CONTRACTOR**, or (ii) 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 so required by this paragraph 5.04 to be purchased and maintained shall:
1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) **OWNER**, **ENGINEER**, **ENGINEER's**

Consultants, 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, partners, employees, agents, and other 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 completed operations insurance;
4. include contractual liability insurance covering **CONTRACTOR**'s indemnity obligations under paragraphs 6.07, 6.11, and 6.20;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty 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);
6. 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
7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and **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 interest of **OWNER**, **CONTRACTOR**, Subcontractors, **ENGINEER**, **ENGINEER**'s Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents,

and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy from that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, 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 additional insured to whom a certificate of insurance has been issued.
- B. **OWNER** shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interest of **OWNER**, **CONTRACTOR**, Subcontractors, **ENGINEER**, **ENGINEER's** Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with 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 additional insured 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 amount, 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 paragraph 5.06, **OWNER** shall, if possible, include such insurance, and the cost thereof will be charged to **CONTRACTOR** by appropriate Change Order or Written Amendment. 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, **ENGINEER**, **ENGINEER's** Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other 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 additional insureds thereunder. **OWNER** and **CONTRACTOR** waive all rights against each other and their respective officers, directors, partners, employees, agents, and other 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, **ENGINEER**, **ENGINEER's** Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other 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, **ENGINEER**, **ENGINEER's** Consultants, and the officers, directors, partners, employees, agents, and other 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 peril 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, **ENGINEER**, or **ENGINEER's** Consultants and the officers, directors, partners, employees, agents, and other 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 insureds, as their interest 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 or Written Amendment.
- 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 by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party 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 2.05.C. **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 interest 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, but **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. **CONTRACTOR** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

- B. At all times during the progress of the Work, **CONTRACTOR** shall assign a competent resident superintendent thereto who shall not be replaced without written notice to **OWNER** and **ENGINEER** except under extraordinary circumstances. The superintendent will be **CONTRACTOR**'s representative at the Site and shall have authority to act on behalf of **CONTRACTOR**. All communications given to or received from the superintendent shall be binding on **CONTRACTOR**.

6.02 Labor; Working Hours

- A. **CONTRACTOR** shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work 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, and **CONTRACTOR** will not permit overtime work or the performance of Work on 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 General Requirements, **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, startup, 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 warranties and guarantees specifically called for 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. 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 (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.
2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12

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 specifications 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 judgement **ENGINEER** determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
 - b. **CONTRACTOR** certifies that: (i) there is no increase in cost to the **OWNER**; and (ii) it will conform substantially, even with deviations, 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 that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute thereto. Request for review of proposed substitute items of material or equipment will not be accepted by **ENGINEER** from anyone other than **CONTRACTOR**.

- c. The procedure for review by **ENGINEER** will be as set forth in paragraph 6.05.A.2d, as supplemented in the General Requirements and as **ENGINEER** may decide is appropriate under the circumstances.
 - d. **CONTRACTOR** shall first make written application to **ENGINEER** for review of a proposed substitute item of material or equipment that **CONTRACTOR** seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice **CONTRACTOR**'s achievement of Substantial Completion on time, whether or not 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 work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also 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, all of which will be considered by **ENGINEER** in evaluating the proposed substitute item. **ENGINEER** may require **CONTRACTOR** to furnish additional data about the proposed substitute item.
- B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and 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 procedure for review by **ENGINEER** will be similar to that provided in subparagraph 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 paragraph 6.05.A and 6.05.B. **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 made evidence by either a Change Order for a substitute or 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 time required by **ENGINEER** and **ENGINEER**'s Consultants in evaluating substitute proposed or submitted by **CONTRACTOR** pursuant to paragraph 6.05.A.2 and 6.05.B and in making changes in the

Contract Documents (or in the provisions of any other direct contract with **OWNER** for work on the Project) occasioned thereby. Whether or not **ENGINEER** approves a substitute item so proposed or submitted by **CONTRACTOR**, **CONTRACTOR** shall reimburse **OWNER** for the charges of **ENGINEER** and **ENGINEER**'s Consultants for evaluating each such 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 or Written Amendment signed. 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 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 shall it 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 an additional insured 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**, **ENGINEER's** Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other 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. To the fullest extent permitted by Laws and Regulations **CONTRACTOR** shall indemnify and hold harmless **OWNER**, **ENGINEER**, **ENGINEER's** Consultants, and the officers, directors, partners, employees or agents, and other consultants 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. **CONTRACTOR** shall pay all charges of utility owners for connections to the Work, and **OWNER** shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

- A. **CONTRACTOR** shall give all notices and 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 primary 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 may 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. Limited 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**, **ENGINEER**, **ENGINEER**'s Consultant, and the officers, directors, partners, employees, agents, and other consultants 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 material, 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 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, Written Amendments, 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. **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 maybe 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. All damages, 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 **ENGINEER's** Consultant, 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 a 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). **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 to **ENGINEER** for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as **ENGINEER** may require and in the number of copies specified in the General Requirements. The 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.E.
- B. **CONTRACTOR** shall also submit Samples to **ENGINEER** for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as **ENGINEER** may require to enable **ENGINEER** to review the submittal for the limited purposes required by paragraph 6.17.E.

The numbers of each Sample to be submitted will be as specified in the Specifications.

- C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to **ENGINEER** as required by paragraph 2.07, 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**.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, **CONTRACTOR** shall have determined and verified:
 - a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and
 - d. **CONTRACTOR** shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and Contract Documents.
2. Each submittal shall bear a stamp or specific written indication that **CONTRACTOR** has satisfied **CONTRACTOR**'s obligations under the Contract Documents with respect to **CONTRACTOR**'s review and approval of that submittal.
3. At the time of each submittal, **CONTRACTOR** shall give **ENGINEER** specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to **ENGINEER** for review and approval of each such variation.

E. Engineer's Review

1. **ENGINEER** will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample 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 of Shop Drawings or Samples shall not relieve **CONTRACTOR** from responsibility for any variation from the requirements of the Contract Documents unless **CONTRACTOR** has in writing called **ENGINEER's** attention to each such variation at the time of each submittal as required by paragraph 6.17.D.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 approval; nor will any approval by **ENGINEER** relieve **CONTRACTOR** from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. 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**, **ENGINEER**, and **ENGINEER's** Consultants that all Work will be in accordance with the Contract Documents and will not be defective. **CONTRACTOR's** warranty and guarantee hereunder excludes defects or damages 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.
- B. **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 acceptance by **OWNER** or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by **ENGINEER**;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by **OWNER**.

6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, **CONTRACTOR** shall indemnify and hold harmless **OWNER**, **ENGINEER**, **ENGINEER's** Consultants, 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 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:
 1. 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; and
 2. is caused in whole or in part 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, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.
- B. In any and all claims against **OWNER** or **ENGINEER** or any of their respective consultants, agents, officers, directors, partners, or employees 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** Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and

any of them 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.

ARTICLE 7 – Other Work

7.01 Related Work at Site

- A. **OWNER** may perform other work related to the Project at the Site by **OWNER's** employees, or let 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 of such a direct contract and each utility owner (and **OWNER**, if **OWNER** is performing the other work with **OWNER's** employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, **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 their work and will only cut or alter their 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.

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 Promptly When Due

- A. **OWNER** shall make payments to **CONTRACTOR** promptly 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 in respect of 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 in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by **ENGINEER** in preparing the Contract Documents.

8.06 Insurance

- A. **OWNER’s** responsibilities, if any, in 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 Inspection, Tests, and Approvals

- A. **OWNER’s** responsibility in 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. If and to the extent **OWNER** has agreed to furnish **CONTRACTOR** reasonable evidence that financial arrangements have been made to satisfy **OWNER's** obligations under the Contract Documents, **OWNER's** responsibility in respect thereof will be as set forth in the Supplementary Conditions.

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 and will not be changed without written consent of **OWNER** and **ENGINEER**.

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 9.10, and particularly, but without limitation, during or as a result of **ENGINEER's** visit 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 responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. 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 Clarifications and Interpretations

- A. **ENGINEER** will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as **ENGINEER** may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on **OWNER** and **CONTRACTOR**. If **OWNER** and **CONTRACTOR** are unable to agree on entitlement to or on the amount or extent, if any, of adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 Authorized Variations in Work

- A. **ENGINEER** may authorize minor variations in the Work from the requirements of the Contract Documents that 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** 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, as a result of a Field Order, a claim may be made therefor as provided in paragraph 10.05.

9.06 Rejecting Defective Work

- A. **ENGINEER** will have authority to disapprove or 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.

9.07 Shop Drawings, Change Orders and Payments

- A. In connection with **ENGINEER**'s authority as to Shop Drawings and Samples, see paragraph 6.17.
- B. In connection with **ENGINEER**'s authority as to Change Orders, see Articles 10, 11, and 12.

- C. In connection with **ENGINEER**'s authority as to Applications for Payment, see Article 14.

9.08 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.

9.09 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. Claims, disputes, and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to **ENGINEER** in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.
- B. When functioning as interpreter and judge under this paragraph 9.09, **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. The rendering of a decision by **ENGINEER** pursuant to this paragraph 9.09 with respect to any such Claims, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by **OWNER** or **CONTRACTOR** of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 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 9.10 shall also apply to **ENGINEER's** Consultants, Resident Project Representative, and assistants.

ARTICLE 10 – Changes in the Work; Claims

10.01 Authorized Changes in the Work

- A. Without invalidating the Agreement 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 Written Amendment, 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.B.

10.03 Execution of Change Orders

- A. **OWNER** and **CONTRACTOR** shall execute appropriate Change Orders recommended by **ENGINEER** (or Written Amendments) 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 notice 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) is required by the provisions of any Bond to be given to a surety, 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 and Disputes

- A. Notice: Written notice stating the general nature of each Claim, dispute, or other matter 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. Notice of the amount or extent of the Claim, dispute, or other matter 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, dispute, or other matter). 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 Time 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).
- B. **ENGINEER's** Decision: **ENGINEER** will render a formal decision in writing 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. **ENGINEER's** written decision on such Claim, dispute, or other matter will be final and binding upon **OWNER** and **CONTRACTOR** unless:
 - 1. an appeal from **ENGINEER's** decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or
 - 2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from **ENGINEER's** written decision is delivered by **OWNER** or **CONTRACTOR** to the other and to **ENGINEER** within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by **OWNER** and **CONTRACTOR**) to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.
- C. If **ENGINEER** does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been

issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

- D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 – Cost of the Work; Cash Allowance; Unit Price Work

11.01 Cost of the Work

- A. Costs Included: The term Cost of the Work means the sum of all costs 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 include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.
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 at the Site. 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 Subcontractor. 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 worker, 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, 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 purposes 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, expressage, and similar petty cash items in connection with the Work.

- i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the costs of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.
 - j. When all the Work is performed on the basis of cost-plus, 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, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by **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 and 11.01.B.
- 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 Cash 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 as may be acceptable to **OWNER** and **ENGINEER**. **CONTRACTOR** agrees that:

1. the allowances include the cost to **CONTRACTOR** (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. **CONTRACTOR**'s costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the 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.
- B. 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. 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 9.08.
- B. 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.
- C. **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. if **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 or by a Written Amendment. 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, then **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 paragraph 12.01.C.2.a 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 (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) 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 0.05.
- B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 Delays Beyond **CONTRACTOR**'s Control

- A. Where **CONTRACTOR** is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of **CONTRACTOR**, the Contract Times (or Milestones) 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.

12.04 Delays Within **CONTRACTOR**'s Control

- A. The Contract Times (or Milestones) will not be extended due to 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**.

12.05 Delays Beyond **OWNER**'s and **CONTRACTOR**'s Control

- A. Where **CONTRACTOR** is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both **OWNER** and **CONTRACTOR**, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be **CONTRACTOR**'s sole and exclusive remedy for such delay.

12.06 Delay Damages

- A. In no event shall **OWNER** or **ENGINEER** be liable to **CONTRACTOR**, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:
 - 1. delays caused by or within the control of **CONTRACTOR**; or
 - 2. delays beyond the control of both **OWNER** and **CONTRACTOR** including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.
- B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate **CONTRACTOR** due to delay, interference, or disruption directly attributable to actions or inactions of **OWNER** or anyone for whom **OWNER** is responsible.

ARTICLE 13 – Tests & Inspection; 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**. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. **OWNER, ENGINEER, ENGINEER's** Consultants, 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, inspecting, and testing. **CONTRACTOR** shall provide them proper and safe conditions for such access and advise them of **CONTRACTOR's** Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Testing 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 said paragraph 13.04.B; 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**, it must, if requested by **ENGINEER**, be uncovered 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. If it is found that such 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 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 thereof as provided in paragraph 10.05. If, however, such 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 Milestones), 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. **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 replaces 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).

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 Laws or Regulations or 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 instruction: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by **OWNER**, remove it from the Project and replace it with Work that is not defective, and (iii) 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. If **CONTRACTOR** does not promptly comply with the terms of such 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, and 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**.

- B. 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 or by Written Amendment.
- C. 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.
- D. **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 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 and remedy any such deficiency.

- B. In exercising the rights and remedies under this paragraph, **OWNER** shall proceed expeditiously. In connection with such corrective and 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, 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 (or Milestones) 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 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 payments are 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 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 on the site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to 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: (i) 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 (ii) that 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** to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for **CONTRACTOR**'s failure to comply with Laws and Regulations applicable to **CONTRACTOR**'s performance of the Work. Additionally, said review or recommendation will not impose responsibility on **ENGINEER** to make any examination to ascertain how or for what purpose **CONTRACTOR** has used the moneys paid on account of the Contract Price, or 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** referred to in paragraph 14.02.B.2. **ENGINEER** may also refuse to recommend any such payment or, because of subsequently recovered 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 Written Amendment or 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** must 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** corrects to **OWNER**'s satisfaction the reasons for such action.
3. If it is subsequently determined 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.

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. Promptly thereafter, **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. If **ENGINEER** considers the Work substantially complete, **ENGINEER** will prepare and 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**. 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, 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.

- B. **OWNER** shall have the right to exclude **CONTRACTOR** from the Site after the date of Substantial Completion, but **OWNER** shall allow **CONTRACTOR** reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Use by **OWNER** at **OWNER**'s option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.
 - 1. **OWNER** at any time may request **CONTRACTOR** in writing to permit **OWNER** to use any such part of the Work which **OWNER** believes to be ready for its intended use and substantially complete. If **CONTRACTOR** agrees that such part of the Work is substantially complete, **CONTRACTOR** will certify to **OWNER** and **ENGINEER** that such part of the Work is substantially complete and request **ENGINEER** to issue a certificate of Substantial Completion for that part of the Work. **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. 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.
 - 2. No 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 : (i) all documentation called for in the contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) 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, materials, 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** or **OWNER**'s property might in any way be responsible 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. 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** 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 and recommendation of **ENGINEER**, and without terminating the Agreement, 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 writing which are 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 date on which Work will be resumed. **CONTRACTOR** shall resume the Work on the date so fixed. **CONTRACTOR** shall be allowed 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** 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 the **CONTRACTOR** (and the surety, if any) seven days written notice, terminate the services of **CONTRACTOR**, 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), 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 finish the Work as **OWNER** may deem expedient. In such case, **CONTRACTOR** shall not be entitled to receive any further payment until the Work is finished. 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 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.
- C. 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.

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**, elect to terminate the Contract. In such case, **CONTRACTOR** shall be paid (without duplication of any items):
1. for 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. for 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. for 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. for 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**, the Work is suspended for more than 90 consecutive days by **OWNER** or under an order of court or other public authority, or **ENGINEER** fails to act on any Application for Payment within 30 days after it is submitted, or **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. 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 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. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, **OWNER** and **CONTRACTOR** may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

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 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 if 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 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 in , and 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 Agreement.

17.05 Controlling Law

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

END OF SECTION

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00800 Supplemental Conditions

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00800 Supplemental Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The **CONTRACTOR** is advised to thoroughly review these amendments to the Standard General Conditions.

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

SC-2.02 Copies of Documents

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

- A. **ENGINEER** shall furnish to **CONTRACTOR** up to five copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

SC-3.03 Reporting and Resolving Discrepancies

Add the following new paragraph immediately after 3.03.B.1.b:

- c. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
 - 1. Permits from other agencies as may be required by law
 - 2. Change Orders
 - 3. Agreement
 - 4. Addenda
 - 5. Bid
 - 6. Supplementary Conditions
 - 7. Invitations to Bid
 - 8. Instructions to Bidders
 - 9. General Conditions
 - 10. Technical Specifications
 - 11. Referenced Standard Specifications
 - 12. Drawings

With reference to the Drawings, the order of precedence is as follows:

- 1. Figures govern over the called dimensions
- 2. Detail drawings govern over the general drawings
- 3. Addenda/Change Order drawings govern over Contract Drawings
- 4. Contract Drawings govern over standard drawings

SC-4.01 Availability of Lands

Add the following paragraph immediately after paragraph 4.01.C:

- D. The Work for this Project is indicated on the Drawing in Section 00300 of the Contract Documents.

SC-4.02 Subsurface and Physical Conditions

Add the following paragraph(s) immediately after paragraph 4.02.B:

- C. In the preparation of Drawings and Specifications, **ENGINEER** or **ENGINEER's** Consultants relied upon the following reports of explorations and tests of subsurface conditions at the site:

1. No reports available for this project.

SC-4.04 Underground Facilities

Add the following paragraph immediately after 4.04.A.2.d:

- e. locating individual residential and commercial gas and water and fire hydrant services which are not shown or indicated in the Contract Documents.

Add the following paragraph immediately after 4.04.B.2:

3. Individual residential and commercial gas and water and fire hydrant services are not shown in the Contract Documents. These shall be considered as having been shown or indicated and will be treated as such.

SC-5.02 Licensed Sureties and Insurers

Add the following paragraph immediately after 5.02.A:

- B. Surety Companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

SC-5.04 **CONTRACTOR's** Liability Insurance

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: \$1,000,000

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

a. General Aggregate	<u>\$2,000,000</u>
b. Products-Completed Operations Aggregate	<u>\$1,000,000</u>
c. Personal and Advertising Injury	<u>\$1,000,000</u>
d. Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000</u>
e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.	
f. Excess or Umbrella Liability	
(1) General Aggregate	<u>\$2,000,000</u>
(2) Each Occurrence	<u>\$1,000,000</u>

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

c. Combined Single Limit of	<u>\$2,000,000</u>
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SC-5.06 Property Insurance

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. This insurance shall:
1. include the interests of **OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's** Consultants, and any other individuals or entities identified in the Supplementary Conditions, 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 additional insured;
 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, 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, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions
 3. 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, provide that such materials and equipment have been included in an Application for Payment recommended by **ENGINEER**; and

4. allow for partial utilization of the Work by **OWNER**;
5. include testing and startup; and
6. 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 additional insured to whom a certificate of insurance has been issued.

CONTRACTOR shall be responsible for any deductible or self-insured retention.

The policies of insurance required to be purchased and maintained by **CONTRACTOR** in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.08

Receipt and Application of Insurance Proceeds

Delete paragraph 5.08 in its entirety and insert the following in its place:

- A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with **CONTRACTOR** and made payable to **CONTRACTOR** as fiduciary for the insureds, as their interest may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. **CONTRACTOR** 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 monies so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
- B. **CONTRACTOR** 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 **CONTRACTOR**'s exercise of this power. If such objection be made, **CONTRACTOR** 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, **CONTRACTOR** as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, **CONTRACTOR** as fiduciary shall give bond for the proper performance of such duties.

SC-6.02

Labor; Working Hours

Add the following paragraph immediately after paragraph 6.02.B:

- C. **CONTRACTOR** shall bear the expense (at one and one half times the fee schedule rate) of all inspection, testing, engineering time, and other associated costs during any period of work exceeding forty (40) hours per week. **CONTRACTOR** is not allowed to perform work onsite more than forty (40) hours per week unless authorized by the **OWNER**.

SC-6.03 Service, Materials, and Equipment

Add the following sentence to paragraph 6.03.A:

This shall include all local and long distance phone, facsimile, and modem usage.

SC-6.04 Progress Schedule

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

- A. The **ENGINEER** may, at his discretion, require the **CONTRACTOR** to submit a revised schedule upon his request in a format convenient to him. **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.

SC-6.06 Concerning Subcontractors, Suppliers, and Others

Add the following new paragraphs immediately after paragraph 6.06.G:

- H. The **CONTRACTOR** shall not substitute any person for a Subcontractor who is named on the Bid unless:
1. The **OWNER** objects to the Subcontractor, requests in writing a change in the Subcontractor and pays any increase in costs resulting from the change; or
 2. The substitution is approved by the **OWNER** and:
 - a. The Subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the **CONTRACTOR** which was offered to the Subcontractor with the same terms that all other Subcontractors on the Project were offered;
 - b. The named Subcontractor files for bankruptcy or becomes insolvent; or
 - c. The named Subcontractor fails or refuses to perform his subcontract within a reasonable time or is unable to furnish a performance Bond and payment Bond pursuant to NRS 339.025.
- I. The **CONTRACTOR** may subcontract no more than 50 percent of the total cost of the Project.

SC-6.13 Safety and Protection

Add the following paragraph immediately following 6.13.B:

- C. **CONTRACTOR** shall take all reasonable means to minimize inconvenience to the public by dust, noise, diversion of storm water, or other agencies under his control.

SC-6.20 Indemnification

Delete the first sentence in paragraph 6.20.A and replace with the following:

To the fullest extent permitted by Laws and Regulations, **CONTRACTOR** shall indemnify and hold harmless **OWNER, ENGINEER, ENGINEER's** Consultants, 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 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:

Delete paragraph 6.20.B in its entirety and insert the following in its place:

- B. In any and all claims against **OWNER, ENGINEER**, or any of their respective consultants, agents, officers, directors, partners, or employees 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 worker's compensation acts, disability acts, or other employee benefit acts.

SC-7.0 Other Work

Add the following new paragraph immediately after paragraph 7.02:

7.03 Work by Others

The **OWNER**, utilities, and others may be working within the Project area while the Work is in progress. If so, the **CONTRACTOR** shall schedule his Work in conjunction with these other organizations to minimize interference.

SC-10.05 Claims and Disputes

Delete the first sentence in A. Notice in its entirety and insert the following in its place:

- A. Notice: Written notice stating the general nature of each claim, dispute, or other matter shall be delivered by the claimant to the **ENGINEER** and the other party to the Contract promptly (but in no event later than 45 days) after

the start of the event giving rise thereto.

SC-11.03 Unit Price Work

Delete paragraph 11.03.C in its entirety and insert the following in its place:

- C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. if the total cost of a particular item of Unit Price Work amounts to 10 % or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 % from the estimated quantity of such item indicated in the Agreement; and
 - 2. if there is no corresponding adjustment with respect to any other item of Work; and
 - 3. if **CONTRACTOR** believes that **CONTRACTOR** has incurred additional expense as a result thereof; or if **OWNER** believes that the quantity variation entitles **OWNER** to an adjustment in the unit price, either **OWNER** or **CONTRACTOR** may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-14.02 Progress Payments

Delete paragraph 14.02.C in its entirety and insert the following in its place:

- 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 provisions of paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.

SC-14.04 Substantial Completion

Delete the second sentence and replace with the following in paragraph 14.04.A:

Promptly thereafter, **OWNER**, **CONTRACTOR**, **ENGINEER**, shall make an inspection of the Work to determine the status of completion.

SC-14.05 Partial Utilization

Delete the first sentence in paragraph 14.05.A.1 and replace with the following:

OWNER at any time may request **CONTRACTOR** in writing to permit **OWNER** to use any such part of the Work which **OWNER** believes to be ready for its

intended use and substantially complete.

SC-14.06 Final Inspection

Delete the entire paragraph 14.06.A and replace with the following:

- 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.

SC-16.0 Dispute Resolution

Add the following new paragraph immediately after paragraph 16.01:

16.02 Mediation

- A. **OWNER** and **CONTRACTOR** agree that they shall submit any and all unsettled Claims or counterclaims, disputes, or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof to mediation [prior to either of them initiating against the other a demand for arbitration pursuant to paragraph SC-16.03, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The 30 day time limit within which to file a demand for arbitration as provided in paragraphs SC-16.03.B and 16.03.C shall be suspended with respect to a dispute submitted to mediation within that time limit and shall remain suspended until 10 days after the termination of the mediation.] The mediator of any dispute submitted to mediation under this agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

Add the following new paragraph immediately after paragraph 16.02:

16.03 Arbitration

- A. All Claims or counterclaims, disputes, or other matters in question between **OWNER** and **CONTRACTOR** arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) not resolved under the provisions of paragraph SC-16.02 will be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the America Arbitration Association then obtaining, subject to the limitations of this paragraph SC-16.03. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforced under the prevailing law of any court having jurisdiction.

- B. No demand for arbitration of any Claim or counterclaim, dispute, or other matter that is required to be referred to **ENGINEER** initially for decision in accordance with paragraph 9.09 will be made until the earlier of: (i) the date on which **ENGINEER** has rendered a written decision, or (ii) the 31st day after the parties have presented their final evidence to **ENGINEER** if a written decision has not been rendered by **ENGINEER** before that date. No demand for arbitration of any such Claim or counterclaim, dispute, or other matter will be made later than 30 days after the date on which **ENGINEER** has rendered a written decision in respect thereof in accordance with paragraph 10.05; and the failure to demand arbitration within said 30 day period will result in **ENGINEER**'s decision being final and binding upon **OWNER** and **CONTRACTOR**. If **ENGINEER** renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.
- C. Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator, and a copy will be sent to **ENGINEER** for information. The demand for arbitration will be made within the 30 day period specified in paragraph SC-16.03.B, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.
- D. Except as provided in paragraph SC-16.03.E, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including **ENGINEER**, and **ENGINEER**'s Consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and
 3. the written consent of the other individual or entity sought to be included and of **OWNER** and **CONTRACTOR** has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not

specifically described in such consent or to arbitration with any party not specifically identified in such consent.

- E. Notwithstanding paragraph SC-16.03.D, if a Claim or counterclaim, dispute, or other matter in question between **OWNER** and **CONTRACTOR** involves the Work of a Subcontractor, either **OWNER** or **CONTRACTOR** may join such Subcontractor as a party to the arbitration between **OWNER** and **CONTRACTOR** hereunder. **CONTRACTOR** shall include in all subcontracts required by paragraph 6.06.G a specific provision whereby the Subcontractor consents to being joined in an arbitration between **OWNER** and **CONTRACTOR** involving the Work of such Subcontractor. Nothing in this paragraph SC-16.03.E nor in the provisions of such subcontract consenting to joinder shall create any claim, right, or cause of action in favor of Subcontractor and against **OWNER**, **ENGINEER**, or **ENGINEER's** Consultants that does not otherwise exist.
- F. The award rendered by the arbitrators will be final, judgement may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

SC-18.0 Control of Water

- A. When water is encountered in the performance of the Work, the **CONTRACTOR** shall furnish, install, maintain and operate all the necessary machinery, appliances, and equipment to keep excavations free from water until the Work is completed, inspected, and approved and all danger of flotation and other damages are removed.

SC-20.0 Disruption of Service

- A. The **CONTRACTOR** shall coordinate any required utility shut-downs with the utility company involved, **OWNER** and Resident Project Representative and obtain their approval. The **CONTRACTOR** shall notify the utility, **OWNER** and Resident Project Representative, in writing, at least 5 days in advance of any desired utility shut-down. The **CONTRACTOR** will be required to notify each affected customer in writing in advance of the disruption of service.
- B. Any Services exposed to freezing shall be adequately protected from freezing by the **CONTRACTOR** until the service is sufficiently backfilled to preclude freezing.

SC-21.0 Conflict of Interest

- 21.01 No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be constructed to extend to this Contract if made with a corporation for its general benefit.
- 21.02 No official of the **OWNER** who is authorized in such capacity and on behalf of the **OWNER** to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the

construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the **OWNER** who is authorized in such capacity and on behalf of the **OWNER** who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

END OF SECTION

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Work Change Directive & Change Order

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Work Change Directive

No. _____.

Date of Issuance _____.

Effective Date _____.

OWNER Lander County

CONTRACTOR _____.

Contract Battle Mountain 2012 Road Paving Projects

If OWNER or CONTRACTOR believe that the above change has affected Contract Price, any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- ☐ Unit Price
☐ Lump Sum
☐ Cost of the Work _____.

Estimated increase (decrease) in Contract Price:
\$_____. If the change involves
an increase, the estimated amount is not to be
exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ days;
Ready for final payment: _____ days.

Recommended:

Authorized:

ENGINEER

OWNER

By:

By:

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Change Order

No. _____.

Date of Issuance _____ Effective Date _____.

OWNER **Lander County**

CONTRACTOR _____.

Contract **Battle Mountain 2012 Road Paving Projects**

ENGINEER **Shaw Engineering**

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

Description:

Reasons for Change Order:

Attachments (list documents supporting change):

Change in Contract Price:
Original Contract Price \$ _____.
Net increase (decrease) from previous Change Orders No. _____ to _____. \$ _____.
Contract Price prior to this Change Order \$ _____.
Net increase (decrease) of this Change Order \$ _____.
Contract Price with all approved Change Orders \$ _____.

Change in Contract Times:
Original Contract Times Substantial Completion _____. Ready for Final Payment _____. (days or dates)
Net change from previous Change Orders No. _____ to _____. Original Contract Times Substantial Completion _____. Ready for Final Payment _____. (days or dates)
Contract Times prior to this Change Order Substantial Completion _____. Ready for Final Payment _____. (days or dates)
Net increase (decrease) this Change Order Substantial Completion _____. Ready for Final Payment _____. (days or dates)
Contract Times with all approved Change Orders Substantial Completion _____. Ready for Final Payment _____. (days or dates)

Recommended:

Approved:

Accepted:

By: _____
ENGINEER (authorized signature)

By: _____
OWNER (authorized signature)

By: _____
CONTRACTOR (authorized signature)

Date _____.

Date _____.

Date _____.

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Stamping Requirements

Per NAC 625.611, the following specifications for civil engineering were prepared and approved by:

SHAW ENGINEERING

Steve Brigman, P.E.
Project Manager

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Technical Specifications

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Section 01110 Summary of Work

1.0 General

- A. The Work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all Work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be provided by the **CONTRACTOR** as though originally so indicated, at no increase in cost to the **OWNER**.

2.0 Work Covered by Contract Documents

- A. The Work of this Contract is comprised as follows:

Bid Item 1 – 4-inch Asphalt Pavement Overlay: Includes providing all labor, equipment, materials and services to place a Type 2 asphalt concrete pavement overlay with seal coat and related incidental work. New asphalt pavement overlay shall be a minimum of 4-inches in thickness and shall be per Section 02740 of the technical specifications. Asphalt pavement surface shall be sealed with an SS seal coat. Specific asphalt pavement placement limits shall be verified in the field by the **OWNER** or the **ENGINEER**; pavement limits may vary slightly. A minimum 20 foot radius is required at intersections; transitions to match wider paving sections shall be at least 10 to 1. All new pavement shall be crowned at the centerline with 2% cross slopes. Work includes patching and repair of existing pavement surface to facilitate new pavement overlay; restoration of road shoulders and roadside ditches, slope shoes and replacement of any striping.

4-inch Asphalt Pavement Overlay shall be placed at the following locations:

- Muleshoe Road from UPRR to a distance north, approx. 2640 LF (71,280 SF)

The cost for mobilization, demobilization, insurance, bonds, traffic control and other incidentals shall be included in the bid prices for the work.

Bid Item 2 – 3-inch Asphalt Pavement Overlay: Includes providing all labor, equipment, materials and services to place a Type 2 asphalt concrete pavement overlay with seal coat and related incidental work. New asphalt pavement overlay shall be a minimum of 3-inches in thickness and shall be per Section 02740 of the technical specifications. Asphalt pavement surface shall be sealed with an SS seal coat. Specific asphalt pavement placement limits shall be verified in the field by the **OWNER** or the **ENGINEER**; pavement limits may vary slightly. A minimum 20 foot radius is required at intersections; transitions to match wider paving sections shall be at least 10 to 1. All new pavement shall be crowned at the centerline with 2% cross slopes. Work includes patching and repair of existing pavement surface to facilitate new pavement overlay; restoration of road shoulders and roadside ditches, slope shoes and replacement of any striping.

3-inch Asphalt Pavement Overlay shall be placed at the following locations:

- Old 8A, from SR 305 to Presidential Blvd, approx. 21,648 LF (584,496 SF)
- Hilltop Road, from I-80 interchange cattle guard to a distance north approx. 3696 LF (99,792 SF)
- Hilltop Road, from 1900 East to a distance south approx. 2112 LF (57,024 SF)

The cost for mobilization, demobilization, insurance, bonds, traffic control and other incidentals shall be included in the bid prices for the work.

Bid Item 3 – 3-inch Asphalt Pavement: Includes providing all labor, equipment, materials and services to place a Type 2 asphalt concrete pavement on existing gravel base with seal coat and related incidental work. New asphalt pavement shall be a minimum of 3-inches in thickness and shall be per Section 02740 of the technical specifications. Asphalt pavement surface shall be sealed with an SS seal coat. Specific asphalt pavement placement limits shall be verified in the field by the **OWNER** or the **ENGINEER**; pavement limits may vary slightly. A minimum 20 foot radius is required at intersections; transitions to match wider paving sections shall be at least 10 to 1. All new pavement shall be crowned at the centerline with 2% cross slopes. Work includes scarifying and re-compacting the existing gravel base road bed and regarding roadway crown (2%±); restore existing road grades; restoration of road shoulders and roadside ditches; slope shoes.

3-inch Asphalt Pavement shall be placed at the following locations:

- 2550 East Street from Presidential to end, approx. 1320 LF (35,640 SF)
- 26th Street from Kayci to end, approx. 3168 LF (85,536 SF)

The cost for mobilization, demobilization, insurance, bonds, traffic control and other incidentals shall be included in the bid prices for the work.

Bid Item 4 – 2-inch Asphalt Pavement: Includes providing all labor, equipment, materials and services to place a Type 2 asphalt concrete pavement on existing gravel base with seal coat and related incidental work. New asphalt pavement shall be a minimum of 2-inches in thickness and shall be per Section 02740 of the technical specifications. Asphalt pavement surface shall be sealed with an SS seal coat. Specific asphalt pavement placement limits shall be verified in the field by the **OWNER** or the **ENGINEER**; pavement limits may vary slightly. A minimum 20 foot radius is required at intersections; transitions to match wider paving sections shall be at least 10 to 1. All new pavement shall be crowned at the centerline with 2% cross slopes. Work includes scarifying and re-compacting the existing gravel base road bed and regarding roadway crown (2%±); restore existing road grades; restoration of road shoulders and roadside ditches; slope shoes.

2-inch Asphalt Pavement shall be placed at the following locations:

- John Taylor Ave from approx. 3300 East St to end, approx. 6864 LF (185,328 SF)

The cost for mobilization, demobilization, insurance, bonds, traffic control and other incidentals shall be included in the bid prices for the work.

Additive Alternate Bid Item A1 – 3-inch Asphalt Pavement: This additive alternate includes providing all labor, equipment, materials and services to place a Type 2 asphalt concrete pavement on existing gravel base with seal coat and related incidental work. New asphalt pavement shall be a minimum of 3-inches in thickness and shall be per Section 02740 of the technical specifications. Asphalt pavement surface shall be sealed with an SS seal coat. Specific asphalt pavement placement limits shall be verified in the field by the **OWNER** or the **ENGINEER**; pavement limits may vary slightly. A minimum 20 foot radius is required at intersections; transitions to match wider paving sections shall be at least 10 to 1. All new pavement shall be crowned at the centerline with 2% cross slopes. Work includes scarifying and re-compacting the existing gravel base road bed and regarding roadway crown (2%±); restore existing road grades and road shoulders and roadside ditches; slope shoes.

3-inch Asphalt Pavement shall be placed at the following locations:

- Palomino Road from Muleshoe Rd to end each way, approx. 3070 LF (73,680 SF)
- Appaloosa Rd from Muleshoe Rd to end, approx. 2010 LF (48,240 SF)
- Clydesdale Rd from Muleshoe RD to end, approx. 1110 LF (26,640 SF)
- Round Mountain Rd from Chukkar north to edge of existing pavement, approx. 400 LF (9,600 SF)
- Sheep Creek Rd end of pavement south to Mulligan Rd, approx. 690 LF (16,560 SF)
- Mulligan Rd from Sheep Creek Rd to end, approx. 690 LF (16,560 SF)

The cost for mobilization, demobilization, insurance, bonds, traffic control and other incidentals shall be included in the bid prices for the work.

- B. The Work is located in Battle Mountain, Lander County, Nevada.

3.0 Work Sequence

- A. The **OWNER**, **ENGINEER**, and **CONTRACTOR** will establish a complete Work schedule.

4.0 Contract Method

- A. The Work hereunder will be constructed under Unit Bid prices.

5.0 Contractor Use of Project Site

- A. The **CONTRACTOR**'s use of the Project Site(s) shall be limited to its construction operations. The **CONTRACTOR** shall make arrangements for the storage of materials, fabrication facilities, and field offices.
- B. The **CONTRACTOR** shall, at his own expense, arrange for the legal use of the property adjacent to the Work for the **CONTRACTOR**'s exclusive use during the term of the Contract as a storage and shop area for its construction operations relative to this Contract.
- A. The **CONTRACTOR** shall direct its employees to park in a designated parking area. The designated parking area shall be in a location that will cause as little disruption as possible to the general public and traffic pattern. The designated parking area shall be approved by the **OWNER**.

END OF SECTION

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Section 01300 Contractor Submittals

1.0 General

- A. Wherever submittals are required hereunder, all such submittals by the **CONTRACTOR** shall be submitted to the **ENGINEER**.

2.0 Shop Drawings

- A. Wherever called for in the Contract Documents, or where required by the **ENGINEER**, the **CONTRACTOR** shall furnish to the **ENGINEER** for review 5 copies of each Shop Drawing submittal. The **CONTRACTOR**'s attention is also directed to Article 6.17 of the General Conditions.
- B. All Shop Drawings submittals shall be accompanied by a submittal transmittal form approved by the **ENGINEER**. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for re-submittal.
- C. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole.

A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the **ENGINEER**.

- D. Except as may be indicated herein, the **ENGINEER** will return prints of each submittal to the **CONTRACTOR** with its comments noted thereon, within 14 calendar days following their receipt by the **ENGINEER**.
- E. If two copies of a submittal are returned to the **CONTRACTOR** marked "APPROVED", formal revision and resubmission of said submittal will not be required.
- F. If two copies of a submittal are returned to the **CONTRACTOR** marked "MAKE CORRECTIONS NOTED", the **CONTRACTOR** may begin implementing the Work method or incorporating the material and equipment covered by the submittal with the noted corrections. Resubmission of the said submittal will not be required.
- G. If a submittal is returned to the **CONTRACTOR** marked "DOES NOT CONFORM" or "CORRECT AND RESUBMIT", the **CONTRACTOR** shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the **ENGINEER**.
- H. All **CONTRACTOR** Shop Drawings submittals shall be carefully reviewed by an authorized representative of the **CONTRACTOR**, prior to submission to the **ENGINEER**. Each submittal shall be dated, signed, and certified by the **CONTRACTOR** as being correct and in strict conformance with the Contract Documents.

END OF SECTION

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Section 01400 Quality Control

1.0 Definition

- A. Specific quality control requirements for the Work are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

2.0 Sampling and Testing

- A. Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the **OWNER** reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the **ENGINEER**, will ensure the **OWNER** that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the **OWNER** of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specific testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance Bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the **ENGINEER** reserves the right to make independent investigations and tests, and failure of any portion of the Work to meet any of the requirements of the Contract Documents shall be reasonable cause for the **ENGINEER** to require the removal or correction and reconstruction of any such Work in accordance with the General Conditions.

3.0 Installation

- A. Inspection: The **CONTRACTOR** shall inspect materials or equipment upon the arrival on the job Site and immediately prior to installation, and reject damaged and defective items.
- B. Measurements: The **CONTRACTOR** shall verify measurements and dimensions of the Work as an integral step of starting each installation.
- C. Manufacturer's Instructions: Where installations include manufactured products, the **CONTRACTOR** shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents. This requirement applies whether the manufactured product is supplied by the **OWNER** or the **CONTRACTOR**.

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Section 01505 Mobilization

1.0 Scope

- A. Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project Site for the establishment of offices, buildings and other facilities necessary for Work on the Project; for premiums on Bonds and insurance for the Project, and for all other work and operations which must be performed or costs incurred before beginning production work on the various Contract items.

2.0 Materials

- A. Materials shall consist of equipment, buildings, and tools necessary to move to the Project Site to perform Work.

3.0 Staging

- A. Setting up of offices and the use of private property for storage or work area shall be executed in a legal manner in accordance with local and state codes and ordinances.

4.0 Measurement and Payment

- A. Measurement shall include all preparatory work, equipment, and establishment of operations prior to construction as well as those incurred after construction. The costs for mobilization shall be included in the unit costs for the unit Bid items. Mobilization costs for subcontracted work shall be considered to be included in the Contract unit price Bid. There will be no separate payment for mobilization.

END OF SECTION

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Section 01550
Traffic Maintenance and Safety

1.0 General

- A. The **CONTRACTOR** shall conduct the Work in such a manner as will obstruct and inconvenience traffic as little as possible. Existing traveled roads and their adjacent streets within the work area shall be kept open and in a good, dust free, and safe condition for traffic at all times. The **CONTRACTOR** shall remove any material or debris resulting from or caused by operations and repair any damage which may result from operations.
- B. The **CONTRACTOR** shall continually provide access to businesses, parking lots, residences, garages, and other facilities. When access must be temporarily denied due to construction operations driveway, the **CONTRACTOR** shall notify the property owner or responsible party of such closure not less than 48 hours in advance of closure. The notification must be in writing with a copy to the **OWNER** and **ENGINEER** and include an estimated duration of the closure.
- C. The **CONTRACTOR** shall at all times during the progress of the Work provide, erect, and maintain all the necessary barricades, danger signals, temporary striping and signs, provide a sufficient number of flaggers, and take all the necessary precautions for the protection of the Work and safety of the public. Illuminate barricades and obstructions at night with reflectorized signs and lights from sunset to sunrise.
- D. The **CONTRACTOR** shall keep all roads open to two-way traffic unless otherwise approved by the **ENGINEER** or **OWNER**. If the roadway is not sufficiently safe to maintain two-way traffic, one way traffic will be allowed.

2.0 Traffic Control Plan

- A. The **CONTRACTOR** will be required to conform with a traffic control plan at all times while working within a public right-of-way. The traffic control plan shall be in accordance with the Guidelines for Traffic Control in Work Zones handbook available from the Nevada Department of Transportation, and Part IV of the Manual on Uniform Traffic Control Devices (MUTCD).
- B. The traffic control plan must be submitted to the **ENGINEER** or **OWNER** for approval prior to construction commencing. When construction is within NDOT right-of-way, the traffic control plan must also be approved by the NDOT District Engineer. The **CONTRACTOR** must submit the traffic control plan sufficiently in advance of construction to allow ample time for review and approval.

3.0 Detours

- A. The **CONTRACTOR** may request detouring thru traffic in those work areas where it is impractical or impossible to safely maintain traffic. Any detour requests must be approved by both the governmental agency having jurisdiction over the road to be detoured and the detour route. Any allowed detours will be subject to the following conditions:
1. Maintaining the detour in good condition.
 2. Providing and maintaining the detour marking signs.
 3. When the detour is no longer necessary, repair the detour route to original or better condition.

4.0 Temporary Road Patches

- A. **CONTRACTOR** shall replace all removed paving daily with premix and shall place the final paving course as soon as practical or as directed by the agency having jurisdiction over the road. The **CONTRACTOR** will be responsible for maintaining temporary patches until such time as the permanent pavement patch is in place. Any settlement or irregularities which develop in the temporary patch shall be corrected immediately.

5.0 Emergency Agency Notification

- A. The **CONTRACTOR** shall notify police, fire, and ambulance agencies when traffic patterns are to be altered due to construction operations. Such notifications shall be in writing with a copy to the **ENGINEER** and submitted at least 24 hours in advance of construction commencing.

6.0 Cleanup

- A. During periods when the **CONTRACTOR** is not working, lanes for traffic must be cleared of dirt, debris, and all other material. Barricades and flashers shall be placed sufficiently close together so that there is no question about the required routes for traffic.

END OF SECTION

Section 01560
Temporary Environmental Controls

1.0 Rubbish Control

- A. During the progress of the Work, the **CONTRACTOR** shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The **CONTRACTOR** shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals of collection and disposal of such materials and waste.
- B. The **CONTRACTOR** shall keep the paved streets free from dirt, rubbish, and unnecessary obstructions resulting from its operations at all times. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

2.0 Chemicals

- A. All chemicals used during Project construction or furnished for Project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant, or of other classifications, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

END OF SECTION

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Section 01600

Products and Materials

1.0 Definitions

- A. The word "Products", as used herein, is defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for the Project or taken from **CONTRACTOR**'s stock of previously purchased products. The word "Materials" is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of Work. Definitions in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including: "specialties", "systems", "structure", "finishes", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Neither "Products" nor "Materials" includes machinery and equipment used for preparation, fabrication, conveying, and erection of the Work.

2.0 Product Delivery and Storage

- A. The **CONTRACTOR** shall deliver and store the products in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. In particular, the **CONTRACTOR** shall ensure coordination to ensure minimum holding or storage times for flammable, hazardous, easily damaged, or sensitive materials to deterioration, theft, and other sources of loss.

3.0 Transportation and Handling

- A. Products shall be transported by methods to avoid damage and shall be delivered in undamaged condition in manufacturer's unopened containers and packaging.
- B. The **CONTRACTOR** shall provide equipment and personnel to handle products and materials by methods to prevent soiling and damage.
- C. The **CONTRACTOR** shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

4.0 Storage and Protection

- A. Products shall be stored in accordance with manufacturer's written instructions and with seals and labels intact and legible. Sensitive products shall be stored in weather-tight climate controlled enclosures and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's recommendations.

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Section 01770

Project Closeout

1.0 Final Cleanup

- A. The **CONTRACTOR** shall promptly remove from the vicinity of the completed Work all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the **OWNER** will be withheld until the **CONTRACTOR** has satisfactorily complied with the foregoing requirements for final cleanup of the Project Site.

2.0 Closeout Timetable

- A. The **CONTRACTOR** shall establish dates for testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the **OWNER**, the **ENGINEER**, and their authorized representatives sufficient time to schedule attendance at such activities.

3.0 Final Submittals

- A. The **CONTRACTOR** shall comply with the completion requirements contained in Section 14.0 of the General Conditions.

4.0 Maintenance and Guarantee

- A. The **CONTRACTOR** shall comply with the maintenance and guarantee requirements contained in Section 6.19 of the General Conditions.
- B. The **CONTRACTOR** shall make all repairs and replacements promptly. In the event the **CONTRACTOR** fails to make such repairs, the **OWNER** reserves the right to do the Work and the **CONTRACTOR** and his surety shall be liable to the **OWNER** for the cost thereof.

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Section 02740 Asphalt Concrete Overlay

1.0 General

- A. No overlay shall be placed until areas requiring deep patches and cracks larger than 1/4 inch in width have been repaired as directed by the **ENGINEER**.
- B. The pavement surface to receive the overlay shall be cleaned using power brooms, compressed air, or other means to the satisfaction of the **ENGINEER**.
- C. A tack coat shall be applied to the existing pavement surface prior to the placement of the overlay at a rate of 0.1 to 0.15 gallons per square yard of diluted emulsion. The tack coat will consist of SS-1h emulsion per Section 201, Table 201.04-II, and shall be applied in accordance with Section 316 of the Standard Specifications for Public Works Construction, with the exception that there will be no direct payment for tack coat. The cost thereof shall be included in the bid price for asphalt concrete overlay without pavement fabric interlayer.
- D. The asphalt concrete overlay shall be constructed using Type 2 asphalt concrete per Section 200.02, 320 and 336.03.04 of the Standard Specifications for Public Works Construction using PG 64-22 asphalt cement. The asphalt concrete shall be constructed to the normal compacted thickness required on the plans, and in no instance shall the overlay be more than 1/4 inch less than that specified unless required to prevent ponding of water or to facilitate drainage, or where feathered to match existing pavement if approved by the **ENGINEER**. When required, the asphalt concrete shall be milled of ground adjacent to existing curbs, gutters, manholes, or other permanent features to a depth of 1-inch adjacent to the feature and tapered for a distance of at least six feet from the feature. Compaction will be accomplished using steel drum and pneumatic rollers as required by Section 320 of the Standard Specifications for Public Works Construction. Hand work will be permitted only in areas where access with the selfpropelled paver is prevented.
- E. The surface shall be constructed to facilitate drainage and to prevent the ponding of water.
- F. Asphalt concrete overlay shall receive a SS-1h Fog Seal per Section 317 of the Orange Book.
- G. Payment shall be on a per square foot basis (as shown on plans and measured by the **ENGINEER**) complete including surface preparation, tack coat, and asphalt concrete overlay.

2.0 Full Depth Patch

- A. Full depth patching will be performed in those areas designed on the plans or as directed in the field by the **OWNER** or project **ENGINEER**. Full depth patching shall be performed prior to the placement of asphalt concrete overlays.
- B. Edges of the area to be patched shall be sawcut the full depth of the existing asphalt concrete to produce a smooth, vertical joint. If a joint produced by sawcutting is within 12 inches of an existing crack or the edge of paving, the asphalt shall be removed to that crack or joint as directed by the **ENGINEER**.

- C. The failed asphalt concrete, existing aggregate base, and subgrade soils shall be removed to a depth of 11 inches below top of existing pavement to allow for a patch consisting of 3 inches of asphalt concrete on 8 inches of aggregate base. Subgrade soils shall be proof rolled to verify that they are stable. In the event that they are not stable, the **ENGINEER** should be notified immediately.
- D. Aggregate base shall conform to the Standard Specifications for Public Works Construction, Section 200.01, for a Type 2, Class B aggregate base. Aggregate base shall be compacted to at least 95 percent of its maximum dry density per ASTM D155791.
- E. Asphalt concrete shall conform to the requirements of Section 200.02, 320 and 336.03.04 of the Standard Specifications for Public Works Construction for a Type 2 asphalt concrete using PG 64-22 asphalt cement. The finished surface of the patch shall be smooth and match the grade of the adjacent patch.

END OF SECTION



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www.shawengineering.com

Battle Mountain Road and Bridge

Lander County, Nevada

Bidding and Contract Documents
& Project Specifications
for the

Battle Mountain 2012 Road Paving Projects

Public Works Project Number:
PWP-LA-2012-251

Prepared by:



SHAW
ENGINEERING

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Reno, NV 89503
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Fax 775.329.5406
www.shawengineering.com

June 2012

OWNER

LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 4

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and update on Road and Bridge North projects and other matters properly related thereto.

Public comment.

Background:

Mr. Donald Negro, Lander County Road and Bridge Foreman (North), will present an update to the Commission on Road and Bridge North projects.

Recommended Action:

No specific action is necessary or allowed on this agenda item.

LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 5

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and update on Public Works projects and other matters properly related thereto.

Public comment.

Background:

Mr. Jacob Edgar, Lander County Public Works Foreman, will present an update to the Commission on Public Works projects.

Recommended Action:

No specific action is necessary or allowed on this agenda item.

LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 6

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding award of bid for the Battle Mountain Racetrack Fencing Project and other matters properly related thereto

Public comment.

Background:

The Schedule of Bids Received for the Battle Mountain Racetrack Fencing Project is presented for Commission consideration.

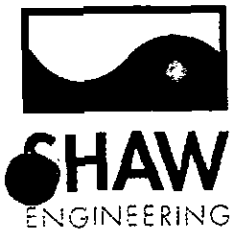
Lander County Public Works Foreman Jacob Edgar and Lander County Engineer Steve Brigman will present the Schedule of Bids Received and make the recommendation for award of bid. Bids received ranged from \$221,100.00 to \$140,501.46, with the lowest, responsive and responsible bidder being Tholl Fencing. The County Engineer's recommendation is to award the bid to Tholl Fencing.

Action on this item was deferred by the Commission, during the regular meetings held July 12 and July 26, 2012, to ascertain the availability of match funding to cover the entire cost of the Project to be contributed by the Battle Mountain Stock Car Racing Association and the Battle Mountain Motocross Association. The amounts granted the two not-for-profit organizations by Lander County was insufficient to cover the entire cost of this project.

NO AWARD OF BID WAS MADE BY THE COMMISSION DURING THE JULY 12 OR JULY 26, 2012 REGULAR MEETING.

Recommended Action:

A recommendation for Commission action will be made by the Lander County Public Works Foreman, based upon discussions conducted on this item. It is the Executive Director's recommendation that this project be fully developed and re-bid once total project costs have been established and all funding is in place.



June 28, 2012

Lander County Commissioners
Lander County, Nevada
315 South Humboldt
Battle Mountain, Nevada 89820

RE: Battle Mountain Raceway Fencing Improvement Project
Recommendation of Award

Gentleman:

Shaw Engineering has reviewed the bid proposal submitted by Tholl Fence, Inc. is the apparent low bidder. Their bid amount is \$140,501.16. They have satisfactorily completed the forms associated with the bid proposal package and in the opinion of Shaw Engineering has submitted a responsive and responsible bid. Furthermore, they are qualified to perform the work with regard to licensure and experience.

Shaw Engineering therefore recommends the award of this project to Tholl Fence, Inc.

If you have any questions or comments please feel free to call anytime.

Sincerely,

Steve Brigman, P.E.
Project Engineer

20 Vine Street
Reno, Nevada
89503

Telephone:
775.
329.5559

Facsimile:
775.
329.5406

Email:
www.
shawengineering
.com

cc: Gene Etcheverry, Executive Director
Rod Smith, BM Raceway

Attachments: Receipt of Bids
Bid Tabulations

6

BIDS RECEIVED
BATTLE MOUNTAIN RACEWAY FENCING PROJECT
WEDNESDAY JUNE 27, 2012 @ 11:00 A.M. 11:30

NO	DATE	NAME/BIDDER	BID AMOUNT	BID BOND YES/NO
1	6/24/12	Tholl Fence	140,501.16	yes
2	6/26/12	Mtn. States Fence Company	158,136.64	yes
3	6/26/12	Tiberti Fence Company	149,776.00	yes
4	6/26/12	Artistic Fence Company	158,791.20	yes
5	6/26/12	Custom Fence Co.	140,528.34	yes
6	6/27/12	Glacier Construction Inc.	167,919.00	yes
7	6/27/12	West Coast Contractors	221,100.00	yes
8	6/27/12	Lamaille Fencing	213,876.08	yes
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				

DATE JUNE 27, 2012
 OPENED BY:

Molly Gonzalez
Cathy Rogers

**Battle Mountain Highway
Fencing Improvement Project
Bid Tabulations**

June 28, 2012

Item #	Description	QTY	Unit	Tholl Fence (1200x6)		Custom Fence (1200x6)		Gladier Construction, Inc. (1200x6)		Hill's Fencing Co. (1200x6)		Artistic Fence Co. (1200x6)		Mountain States Fence (1200x6)		Lemelle Fencing (1200x6)		West Coast Contractors (1200x6)	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	6 FT Chain Link Fence	7,376	LF	\$16.69	\$123,439.24	\$16.35	\$120,924.60	\$20.75	\$153,467.00	\$17.00	\$125,732.00	\$19.20	\$142,003.20	\$19.13	\$141,485.48	\$26.54	\$196,289.84	\$27.00	\$199,692.00
2	4 FT Chain Link Fence	732	LF	\$13.06	\$9,559.92	\$13.95	\$10,211.40	\$13.50	\$9,882.00	\$17.00	\$12,444.00	\$14.00	\$10,248.00	\$15.83	\$11,441.16	\$26.54	\$19,428.68	\$27.00	\$19,926.00
3	12 FT x 6 FT Swing Gate	1	EA	\$945.00	\$1,890.00	\$1,122.76	\$1,122.76	\$550.00	\$550.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$785.00	\$785.00	\$610.00	\$610.00	\$577.00	\$577.00
4	12 FT x 4 FT Swing Gate	1	EA	\$756.00	\$756.00	\$1,019.58	\$1,019.58	\$450.00	\$450.00	\$1,200.00	\$1,200.00	\$800.00	\$800.00	\$610.00	\$610.00	\$415.00	\$415.00	\$680.00	\$680.00
5	12 FT x 4 FT Slide Gate	1	EA	\$980.00	\$980.00	\$1,268.04	\$1,268.04	\$700.00	\$700.00	\$1,400.00	\$1,400.00	\$850.00	\$850.00	\$750.00	\$750.00	\$515.00	\$515.00	\$680.00	\$680.00
6	10 FT x 6 FT Slide Gate	2	EA	\$1,344.00	\$2,688.00	\$1,675.82	\$3,351.64	\$900.00	\$1,800.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$925.00	\$1,850.00	\$560.00	\$1,120.00	\$1,000.00	\$2,000.00
7	4 FT x 6 FT Slat Gate	2	EA	\$790.00	\$1,580.00	\$732.78	\$1,465.56	\$280.00	\$560.00	\$1,500.00	\$3,000.00	\$995.00	\$1,990.00	\$515.00	\$1,030.00	\$444.00	\$888.00	\$150.00	\$300.00
Total Bid					\$140,501.16		\$126,528.34		\$167,919.00		\$149,776.00		\$158,791.20		\$158,616.64		\$213,876.48		\$221,100.00

LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 7

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding award of bid for the Battle Mountain Racetrack Lighting Project and other matters properly related thereto.

Public comment.

Background:

The Schedule of Bids Received for the Battle Mountain Racetrack Lighting Project is presented for Commission consideration.

Lander County Public Works Foreman Jacob Edgar and Lander County Engineer Steve Brigman will present the Schedule of Bids Received and make the recommendation for award of bid. Bids received ranged from \$595,600.00 to \$418,000.00, with the lowest, responsive and responsible bidder being Nelson Electric. The County Engineer's recommendation is to award the bid to Nelson Electric.

Action on this item was deferred by the Commission, during the regular meetings held July 12 and July 26, 2012, to ascertain the availability of 'match' funding to cover the entire cost of the Project to be contributed by the Battle Mountain Stock Car Racing Association and the Battle Mountain Motocross Association. The amounts granted the two not-for-profit organizations by Lander County was insufficient to cover the entire cost of this project.

NO AWARD OF BID WAS MADE BY THE COMMISSION DURING THE JULY 12 OR JULY 26, 2012 REGULAR MEETING.

Recommended Action:

A recommendation for Commission action will be made by the Lander County Public Works Foreman, based upon discussions conducted on this item. It is the Executive Director's recommendation that this project be fully developed and re-bid once total project costs have been established and all funding is in place.



June 28, 2012

Lander County Commissioners
Lander County, Nevada
315 South Humboldt
Battle Mountain, Nevada 89820

RE: Battle Mountain Raceway Lighting Improvement Project
Recommendation of Award

Gentleman:

Shaw Engineering has reviewed the bid proposal submitted by Nelson Electric is the apparent low bidder. Their bid amount is \$418,000. They have satisfactorily completed the forms associated with the bid proposal package and in the opinion of Shaw Engineering has submitted a responsive and responsible bid. Furthermore, they are qualified to perform the work with regard to licensure and experience.

Shaw Engineering therefore recommends the award of this project to Nelson Electric.

If you have any questions or comments please feel free to call anytime.

Sincerely,

Steve Brigman, P.E.
Project Engineer

20 Vine Street
Reno, Nevada
89503

Telephone:
775.
329.5559

Facsimile:
775.
329.5406

Email:
www.
shawengineering
.com

cc: Gene Etcheverry, Executive Director
Rod Smith, BM Raceway

Attachments: Receipt of Bids
Bid Tabulations

7

BIDS RECEIVED
BATTLE MOUNTAIN RACEWAY LIGHTING PROJECT
WEDNESDAY JUNE 27, 2012 @ 11:00 A.M.

NO	DATE	NAME/BIDDER	BID AMOUNT	BID BOND YES/NO
1	6/27/12	Pioneer Electric, LTD	513,111.00	yes
2	6/27/12	Mc. 4 Construction	595,600.00	yes
3	6/27/12	Mesquite Electric LLC	485,200.00	yes
4*	6/27/12	Mc Fadden Electric LLC	433,400.00	yes
5	6/27/12	Merit Electric Company	499,800.00	yes
6	6/27/12	Par Electrical Contractors Inc.	554,063.00	yes
7*	6/27/12	Noisio Electric	418,000.00	yes
8*	6/27/12	West Coast Contractors	423,000.00	yes
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				

DATE JUNE 27, 2012
 OPENED BY:

Mary Gandy
Cathy Lyons

[illegible]

BIDS RECEIVED
BM PARKS & PLAYGROUND EQUIPMENT
PUBLIC WORKS
TO BE RECEIVED BY AUGUST 1, 2012 @ 2:00 P.M.

NO	DATE	NAME/BIDDER	BID AMOUNT	BID BOND YES/NO
1	7/30/12	BCT Buck Company, LLC		
2	7/31/12	Big T Recreation ^{274,948.23}	223,248.72	plus extra 51,699.51
3	7/31/12	Kross Craft	246,180.02	
4	7/31/12	Sierra Winds Prod for Leisure	293,940.00	
5	7/31/12	Garden Shop Nursery Landscaping	233,900.00	
6	8-1-12	Miracle Playground Sales	160,720 ⁴⁷	Late 2:21pm
7				
8				
9				
10				
11				
12				
13				
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17				
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19				

DATE AUGUST 1, 2012
 OPENED BY:

Mary Ann Arroyo
Molly Conzelmann

LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 8

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding award of bid for the "Battle Mountain Parks and Playground Equipment -- Lions, Borealis and Spring Canyon Parks, Inclusive" project and Addendum #1 and other matters properly related thereto.

Public comment.

Background:

The Schedule of Bids Received for the "Battle Mountain Parks and Playground Equipment -- Lions, Borealis and Spring Canyon Parks, Inclusive" project and Addendum #1, are presented for Commission consideration.

Lander County Public Works Foreman Jacob Edgar will present the Schedule of Bids Received for the "Battle Mountain Parks and Playground Equipment -- Lions, Borealis and Spring Canyon Parks, Inclusive" project and Addendum #1 to the Commission.

The lowest responsible and responsive bidder submitted a bid for the project at \$246,180.02.

Recommended Action:

Public Works Foreman Edgar will make a recommendation for award of bid for the "Battle Mountain Parks and Playground Equipment -- Lions, Borealis and Spring Canyon Parks, Inclusive" Project, and Addendum #1, to the Commission.

AGENDA REQUEST FORM MEETING DATE: August 9, 2012

NAME: Jacob Edgar REPRESENTING: Public Works

ADDRESS: 550 West Second St, Battle Mountain, NV 89820

PHONE (H): _____ (W): 775-635-2728 FAX: 775-635-2801

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-2728

WHO WILL BE ATTENDING THE MEETING: Jacob Edgar

JOB TITLE: Public Works Foreman

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and possible action to award the Bid for the "BM Parks & Playground Equipment - Lions, Borealis & Spring Canyon Parks, Inclusive" and Addendum #1

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?
Approve

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?
AMOUNT _____ X YES NO

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?
WHEN? Budget Hearings X YES NO

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? X YES NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD? X YES NO

FOR REVIEW BY:

CLERK _____	SHERIFF _____	J.P. _____
ASSESSOR _____	WELFARE _____	D.A. _____
BUILDING _____	PLANNING _____	TREASURER _____
AIRPORT _____	REC/AUDITOR _____	SWIM POOL _____
R&B _____	W&S _____	HOSPITAL _____
PARKS _____	GOLF _____	CIVIC CENTER _____
FAIR/REC _____	EX DIRECTOR _____	OTHER _____

THE EXECUTIVE DIRECTOR RESERVES THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE

MEETING DATE: August 9, 2012

LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 9

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Closed labor session with management representatives to discuss upcoming labor negotiations.

Background:

Closed labor session with management representatives to discuss upcoming labor negotiations as provided under Nevada Revised Statutes (NRS) 288-200.

Recommended Action:

No action is recommended to the Commission on this item. Action is to be taken on the next agenda item, based upon discussions during the closed session.



Soveida Robinson <srobinson@landercountynv.org>

Closed Labor Session

2 messages

Soveida Robinson <srobinson@landercountynv.org>

Mon, Aug 6, 2012 at 8:27 AM

To: Charlie Cockerill <nevadalaborlaw@aol.com>

Good Morning Charlie:

The closed labor session for Lander County is scheduled for Thursday, August 9 at 10:00 a.m. Please provide me with a phone number that you can be reached at.

You can view the agenda on our web site www.landercountynv.org under the Office of the Clerk.

If you have any questions, please let me know.

Thank you,

Soveida

Charles Cockerill <nevadalaborlaw@aol.com>

Mon, Aug 6, 2012 at 8:40 AM

To: Soveida Robinson <srobinson@landercountynv.org>

My office 775-884-4300. Thanks Charlie

Sent from my iPhone

[Quoted text hidden]

9

LANDER COUNTY COMMISSION MEETING
August 9, 2012

AGENDA ITEM NO. 10

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Possible action regarding items discussed during closed labor session.

Public comment.

Background:

Alternatives developed through discussions during the closed labor session, (Agenda Item #9), will be discussed by the Commission.

Recommended Action:

No specific recommendation for action by the Commission is being made on this item. Action will be formulated out of discussion of alternatives developed.

LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 11

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding adoption and passage of a resolution declaring a State of Drought and Wildfire Emergency in Lander County and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-15, a Resolution of the Lander County Board of Commissioners declaring a state of drought and wildfire emergency in Lander County, is presented for Commission consideration.

Recommended Action:

It is recommended that the Commission approve and adopt Resolution No. 2012-15, a Resolution of the Lander County Board of Commissioners declaring a state of drought and wildfire emergency in Lander County.

RESOLUTION NO. 2012-15

Of The Lander County Board of Commissioners

A RESOLUTION DECLARING A STATE OF DROUGHT AND WILDFIRE EMERGENCY IN LANDER COUNTY

WHEREAS, the County of Lander is a political subdivision of the State of Nevada and is responsible for ensuring the health, safety and welfare of its citizens; and

WHEREAS, high temperatures, well-below normal precipitation and low humidity have resulted in at least eleven (11) consecutive weeks of the entirety of Lander County suffering from a drought intensity value of D2 (Drought-Severe) according to the US Drought Monitor; and

WHEREAS, this year's extreme temperatures, low humidity and continuous winds have exacerbated long-term drought conditions, created extreme fire conditions in and around Lander County and prompted the Nevada State Forester to impose burn restrictions; and

WHEREAS, there have already been thousands of acres of land burned this year in and adjacent to Lander County impacting habitat and forage and threatening lives, farms, ranches, homes, and other property; and

WHEREAS, the US Secretary of Agriculture and affected northern Nevada counties have recently declared states of emergency for their respective jurisdictions; and

WHEREAS, federal land management agencies have been pushing for drought management actions that have, or will, severely impact federally administered land multiple-uses including livestock grazing operations; and

WHEREAS, the health, safety and welfare of persons, the economy and property in Lander County are immediately endangered by drought and catastrophic fires; and

WHEREAS, the County and its citizens require additional resources to prevent loss of life, property, natural resources, and livelihoods; and

WHEREAS, the State of Nevada and the United States Government have resources with which to ameliorate the impacts to resources and livelihoods and to supplement the volunteer firemen and agency crews of Lander County.

NOW, THEREFORE, BE IT RESOLVED:

1. By virtue of the authority vested by Chapters 244 and 414 of the Nevada Revised Statutes, the Board of Lander County Commissioners declares that a State of Emergency exists within the County of Lander and that all available local resources have been and will be used to suppress drought-related fires on private and public lands and recover from and mitigate the effects of the emergency caused by the drought including fires.
2. The Board of Lander County Commissioners hereby requests that the Governor of the State of Nevada investigate the present drought and fire conditions and declare that a State of Emergency exists in Lander County and other affected Nevada counties.
3. The Board of Lander County Commissioners hereby requests that the Governor of the State of Nevada provide additional assistance, equipment and manpower from appropriate State agencies, including the Nevada Department of Transportation.
4. The Board of Lander County Commissioners hereby requests that the Governor of the State of Nevada contact the Nevada congressional delegation in Washington, D.C. to solicit their assistance in gaining federal aid for Lander County and other affected Nevada counties.
5. The Board of Lander County Commissioners hereby requests that federal agencies that provide assistance to drought impacted agricultural producers redouble their efforts in contacting these producers and providing the maximum assistance possible.
6. The Board of Lander County Commissioners hereby requires that before a federal land management agency imposes drought related grazing restrictions including changes in livestock stocking rates or seasons of permitted use, federal agencies in coordination with grazing permittees must identify and implement all economically and technically feasible livestock distribution, prescribed grazing systems, water hauls and developments, livestock salting/supplementing plans, and establishment of riparian pastures and herding.

PASSED AND ADOPTED this 9th day of August 2012.

THOSE VOTING AYE:

THOSE VOTING NAY:

THOSE ABSENT:

**Dean Bullock, Chairman
Lander County Board of Commissioners**

ATTEST:

By:

**Sadie Sullivan
Lander County Clerk**



LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 12

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding contracting for project management services for the Lander County Courthouse/Administration Building project and other matters properly relating thereto.

Public comment.

Background:

The possibility of contracting for project management services for the Lander County Courthouse/Administration Building Project is brought before the Commission for consideration.

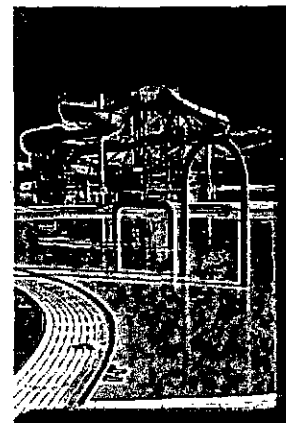
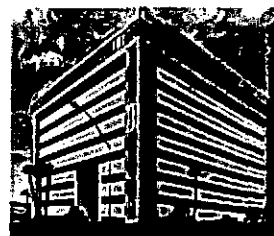
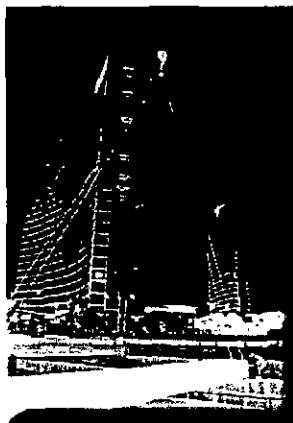
Contracting for project management services will provide direct oversight of the project on a daily basis. The contractor would directly work for and answer to the Board of Commissioners and would work with the Building Project Team. The choice by the Commission of the CMAR project delivery method, during the regular meeting held April 12, 2012 (Agenda Item #3), specifically excluded the quality assurance/quality control activities from CMAR. A project manager or project management services contractor would assume these responsibilities.

Recommended Action:

It is recommended that the Commission approve the concept of contracting for project management services for the Lander County Courthouse/Administration Building Project and direct staff to draft a Request for Qualifications/Proposals for presentation to the Commission during the regular meeting scheduled September 13, 2012.

Professional Consulting Services

Program & Construction Management Services



Harris & Associates.

Shaping the Future, One Project at a Time.

PROGRAM MANAGEMENT • CONSTRUCTION MANAGEMENT
CIVIL ENGINEERING • MUNICIPAL SERVICES

www.harris-assoc.com

LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 13

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding ratification of the Emergency Facilities and Land Use Agreement between Lander County and the Bureau of Land Management (BLM) for use of the Austin Airport as a SEAT (single engine air tanker) base by BLM during the 2012 fire season and other matters properly related thereto.

Public comment.

Background:

The Emergency Facilities and Land Use Agreement between Lander County and the Bureau of Land Management (BLM) for use of the Austin Airport as a SEAT (single engine air tanker) base by BLM during the 2012 fire season is presented for Commission ratification.

The Agreement between the County and the BLM for use of the Austin Airport as a SEAT base for the 2012 fire season was signed by the Executive Director on July 20, 2012, to facilitate operations during the current fire season. It is anticipated that a long-term agreement will be formulated during the interim between the 2012 and 2013 fire seasons.

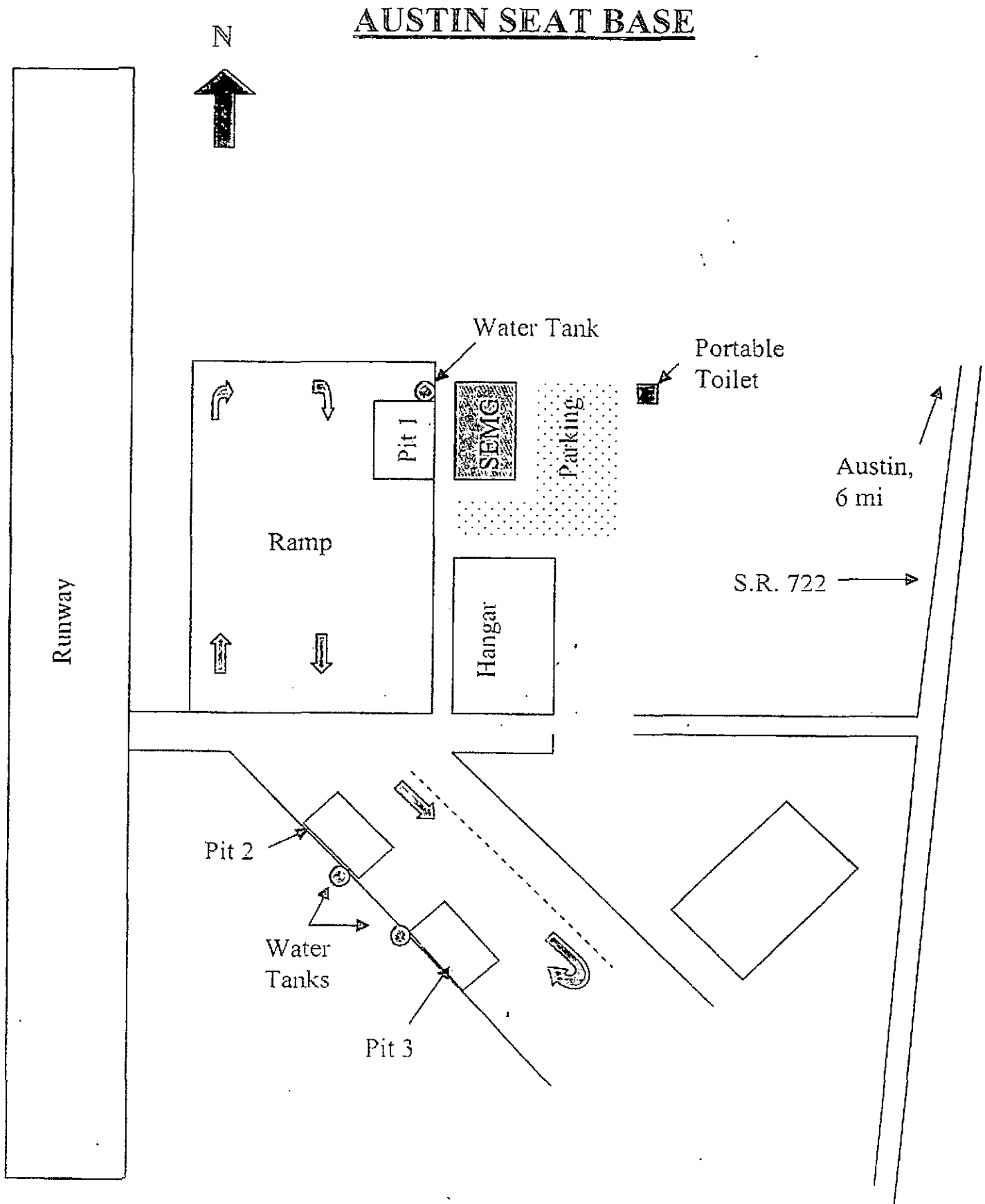
Recommended Action:

It is recommended that the Commission ratify the Emergency Facilities and Land Use Agreement between Lander County and the Bureau of Land Management (BLM) for use of the Austin Airport as a SEAT (single engine air tanker) base by BLM during the 2012 fire season.

EMERGENCY FACILITIES & LAND USE AGREEMENT

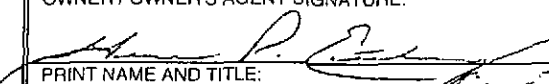
INCIDENT AGENCY (name, address, phone number) Bureau of Land Management Battle Mountain District Office 50 Bastian Road Battle Mountain, NV 89820		Page <u> </u> of <u> </u> AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER	
OWNER (name, address, phone number-include day/night/cell/fax) Lander County 315 S. Humboldt St. Battle Mountain, NV 89820 DUNS: 073792913 EIN/SSN: 88-6000093 PAYMENT ADDRESS: [X] Same as above, or _____		EFFECTIVE DATES a. beginning 6/18/2012 b. ending 10/31/2012 INCIDENT NAME: INCIDENT NUMBER: RESOURCE ORDER NUMBER: JOB CODE (P#) AND OVERRIDE:	
TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN			
The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as A SEAT (SINGLE ENGINE AIR TANKER) BASE FOR USE BY THE BUREAU OF LAND MANAGEMENT.			
DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable.			
Use of the Austin Airport as a SEAT base during the 2012 fire season. See attached information for location and set up. _____			
County: _____ State: _____ Township: _____ Range: _____ Section: _____			
ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.			
RATE: For each month that the land/facilities are used, the Government will pay the rate of \$ <u>1.00</u> per day during actual SEAT use. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ <u>1.00</u> , regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.			
UTILITIES AND SERVICES: (check only one)			
<input type="checkbox"/> The above rate includes utility charges for the following: <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRICITY <input type="checkbox"/> WATER <input type="checkbox"/> TOILET SUPPLIES <input type="checkbox"/> JANITORIAL SERVICES & SUPPLIES <input type="checkbox"/> TRASH REMOVAL <input type="checkbox"/> SEPTIC SERVICE <input type="checkbox"/> EXISTING TELECOMMUNICATIONS			
<input checked="" type="checkbox"/> The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: THE AMOUNT SUBMITTED BY LANDER COUNTY THAT IS ABOVE AND BEYOND THE NORMAL MONTHLY RATE CHARGED FOR ELECTRICITY AT THE AIRPORT FACILITY, PROVIDED THAT SEAT ACTIVITY HAS OCCURRED DURING THE BILLING CYCLE.			
RESTORATION: Restoration beyond ordinary wear and tear. (check only one)			
<input type="checkbox"/> The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____			
<input checked="" type="checkbox"/> The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer. REHAB ANY OIL, GAS, OR RETARDANT SPILLS.			
ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.			
ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.			
CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.			
OTHER: Describe in detail: _____			
TERMS AND CONDITIONS: See attachment.			
CHECKLIST(s): See attachment.			

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE: 	DATE: 20-JUL-2012	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE: PHONE NUMBER (if different from Owner's)	PRINT NAME AND TITLE: PHONE NUMBER:		
GENE P. ETCHEVERRY LANDER COUNTY EXECUTIVE DIRECTOR (775) 635-2885			

[illegible]

Date: _____

[illegible]

REMARKS:

Date: _____

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES EMERGENCY FACILITIES AND LAND USE AGREEMENT

Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Mar 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iv) 52.232-11, Extras (Apr 1984).

(v) 52.232-25, Prompt Payment (Oct 2008).

(vi) 52.233-1, Disputes (July 2002).

(vii) 52.244-6, Subcontracts for Commercial Items (Jan 2011).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110 247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for

any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 14

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding placement of a Pony Express silhouette on County property below the town of Austin along Highway 50, and other matters properly related thereto.

Public comment.

Background:

Placement of a Pony Express silhouette on Lander County-owned property below the Town of Austin, along Highway 50, is presented for Commission consideration.

The silhouette is a large, (9'6" x 10'6"), metal structure of a Pony Express rider and his horse, constructed by Mr. Larry Bijorn in Ely, Nevada. The metal structure will be placed on a concrete pedestal outside the Nevada Department of Transportation right-of-way.

This request includes having Lander County Road and Bridge (South) build the pedestal and place the metal silhouette on the site.

Recommended Action:

It is recommended that the Commission approve the request of the Austin Chamber of Commerce and allow the placement of a Pony Express silhouette on Lander County-owned land below the Town of Austin, along U.S. Highway 50, and authorize the building of a pedestal and placement of the silhouette on the site by Lander County Road and Bridge (South).

AGENDA REQUEST FORM
MEETING DATE: August 9, 2012

NAME: Dee Helming REPRESENTING: Austin Chamber of Commerce and PET
ADDRESS: PO Box 212 Austin Nevada 89310
PHONE: (H) 775-964-2200 (W) _____ FAX: 775-964-22000
WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-964-2200
WHO WILL BE ATTENDING THE MEETING: Philip Williams, Dee Helming,
JOB TITLE: President and Office Clerk, Austin Chamber of Commerce

SPECIFIC REQUEST TO PLACED ON THE AGENDA: Placement of a Pony Express silhouette on County Property below town of Austin

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Allow the statues to be placed and have Road and Bridge assist with site preparation.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? X YES NO
AMOUNT: Man Hours and equipment usage

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES XNO
WHEN? _____

WILL YOU BE PRESENTING WRITTEN INFORMATION AT MEETING? Yes.

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD? XYES NO

FOR REVIEW BY:

CLERK	_____	SHERIFF	_____	J.P.	_____
ASSESSOR	_____	WELFARE	_____	D.A.	_____
BUILDING	_____	PLANNING	_____	TREASURER	_____
AIRPORT	_____	REC/AUDITOR	_____	SWIM POOL	_____
R & B	<u>X</u>	W & S	_____	HOSPITAL	_____
PARKS	_____	GOLF	_____	CIVIC CEN	_____
FAIR/REC	_____	MANAGER	_____	<u>XOTHER</u> Commissioners	_____

**THE COUNTY MANAGER RESERVES THE RIGHT TO REJECT OR RECOMMEND
TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.**

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

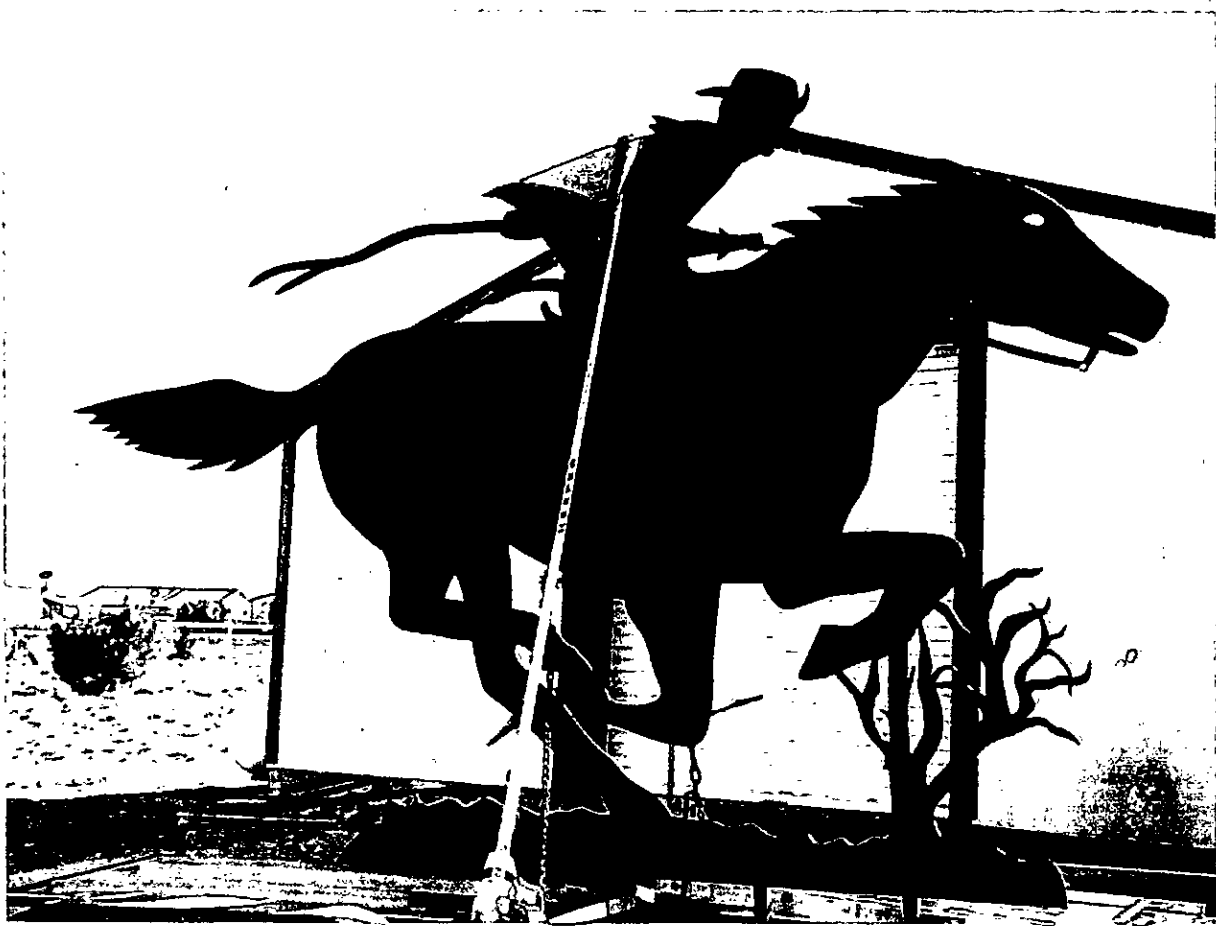

MEETING DATE: August 9, 2012

14

#8

Nevada Pony Express Silhouette's
EUREKA SILHOUETTE PROJECT

State Highway ~~278~~ 50



Project Description

This project will involve erecting a large metal silhouette of a Pony Express rider and his horse. The silhouette is a larger than life size standing 9 1/2 feet tall, and it's width will be 10 1/2 feet from nose to tail. The rest of the project could include such things as: a wooden kiosk, low profile interpretive pedestals and gates. Most of this will be determined by project personnel, financial contributors, and tourism people from the Eureka area. Every attempt will be made to include in the project committee, anyone interested in establishing this informational site.

The site selected for the silhouette and kiosk is to located at the entrance to General Molly's Mt. Hope mine, approx. 18 miles north of Eureka, Nevada along State Highway 278. This site was selected for several reasons.

- 1) It is approximatly ¼ mile from the National Historic Pony Express Trail.
- 2) This site provides adequate space for vehicles to exit the roadway, without further development.
- 3) Increased traffic to and from the mine should help prevent any vandalism to the site and it contents.

Interpretive information:

The National Park Service has requested that a generic informational sign be used, which will provide basic information on the Pony Express. Additional information is to include local history on the Pony Express such as Roberts and Johnson ranches. Information could include any history on original riders from the area.

Estimated costs:

The silhouette itself will cost approx. \$7,500.00 to \$7,600.00 depending on the cost of the T-1 steel. The silhouette itself will be built in Ely by Larry Bijorn. If low profile pedestals are used, they will cost \$1,500.00 for each panel, with the mounting pedestals costing \$600.00 each. If a kiosk is constructed, depending on design, it might cost \$2,500.00 or more. Concrete for the base will be 4 1/2 yards plus mileage.

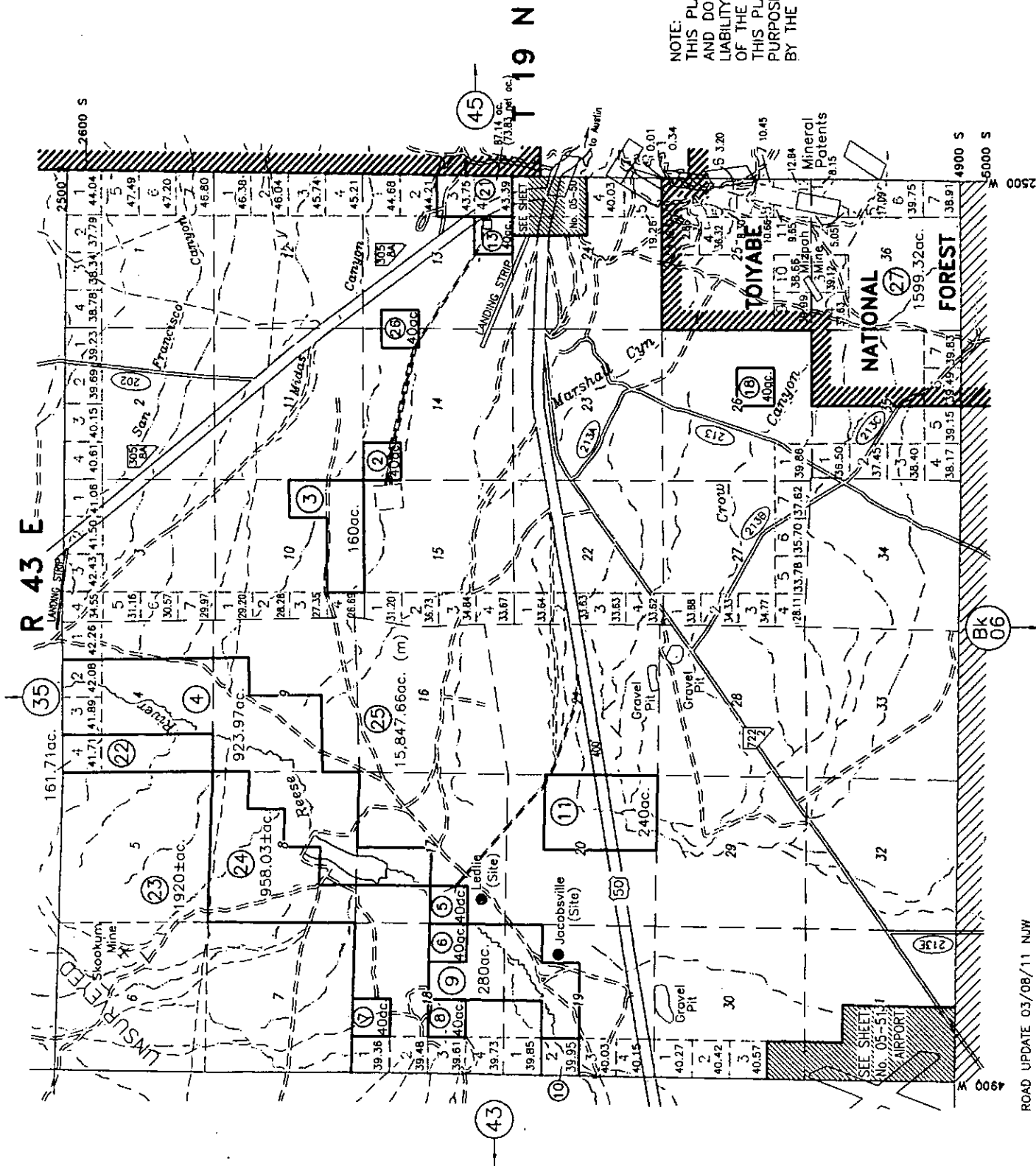
Total cost of the project could run \$15,000.00 to \$18,000.00

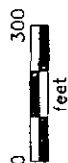
Contact information:

Keith Anderson ~ Project Director
32 Carson Ct., Ely, Nevada 89301
Cell : 775-296-0547
E-mail: kma007@sbcglobal.net



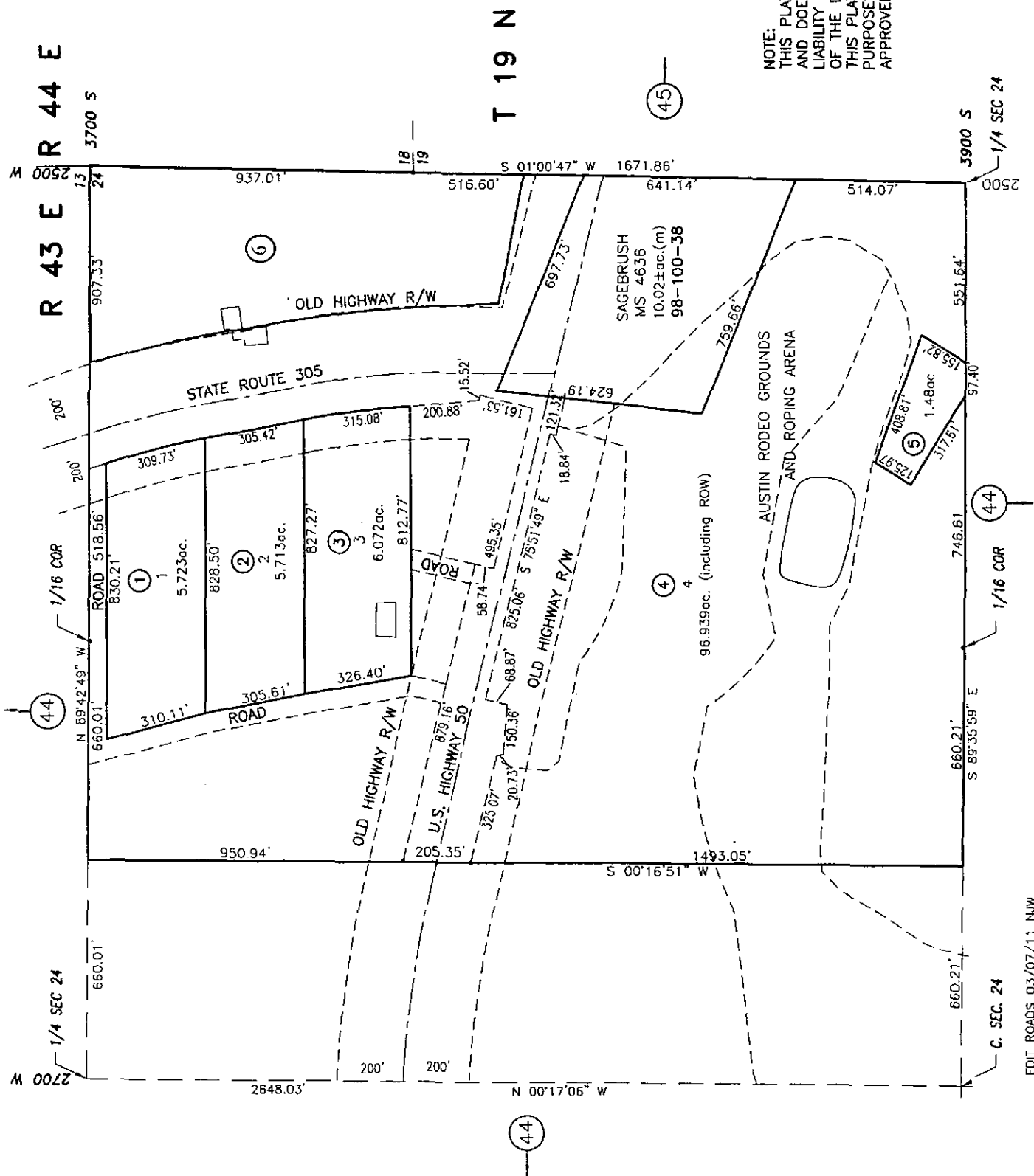
NOTE: THIS PLAT IS FOR ASSESSMENT USE ONLY. THIS PLAT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON. USE OF THIS PLAT FOR OTHER THAN ASSESSMENT PURPOSES IS FORBIDDEN UNLESS APPROVED BY THE DEPT. OF TAXATION.





NOTE: THIS PLAT IS FOR ASSESSMENT USE ONLY, AND DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON. USE OF THIS PLAT FOR OTHER THAN ASSESSMENT PURPOSES IS FORBIDDEN UNLESS APPROVED BY THE DEPT. OF TAXATION.

LANDER COUNTY



10'

1'

7'

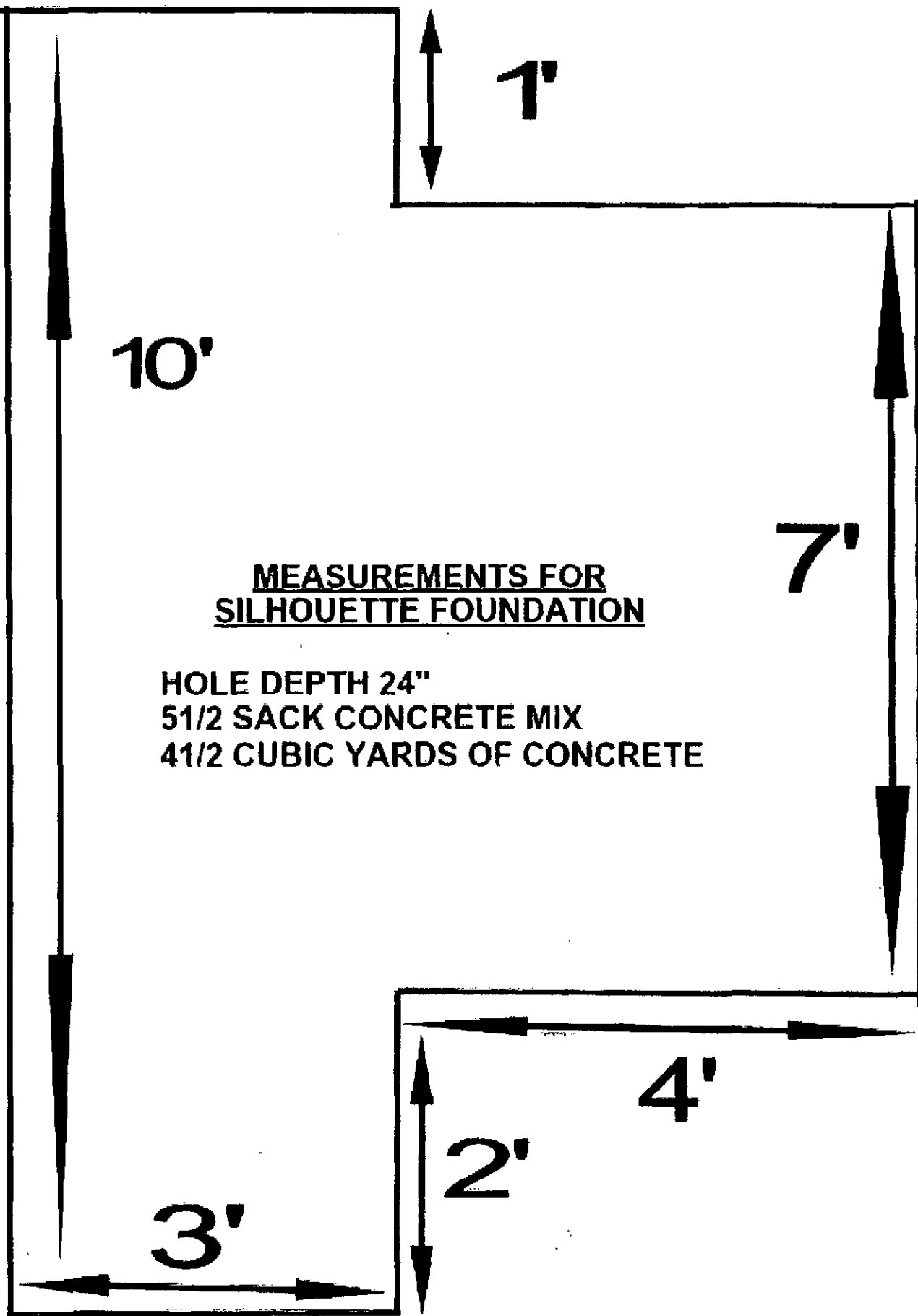
MEASUREMENTS FOR
SILHOUETTE FOUNDATION

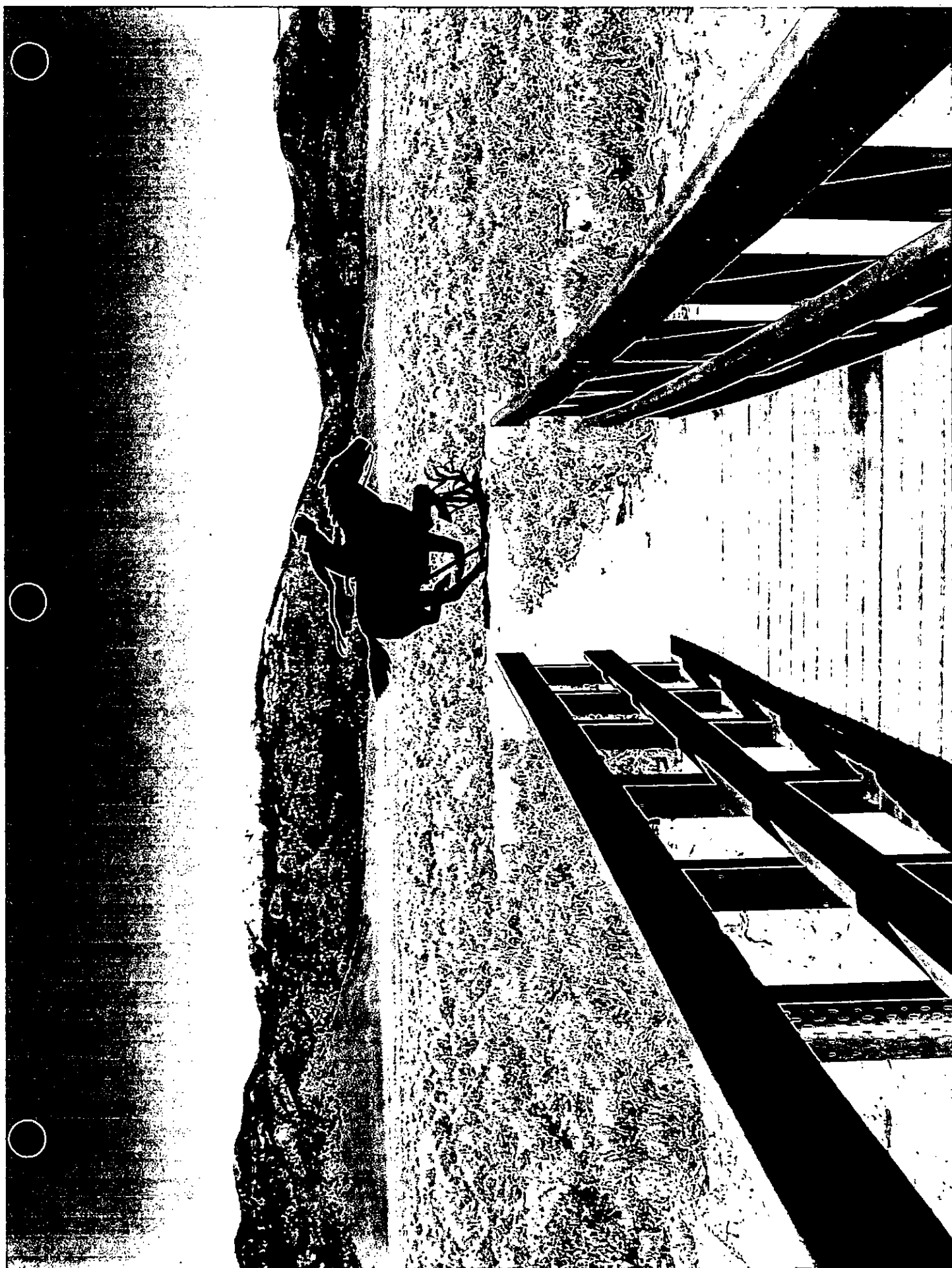
HOLE DEPTH 24"
5 1/2 SACK CONCRETE MIX
4 1/2 CUBIC YARDS OF CONCRETE

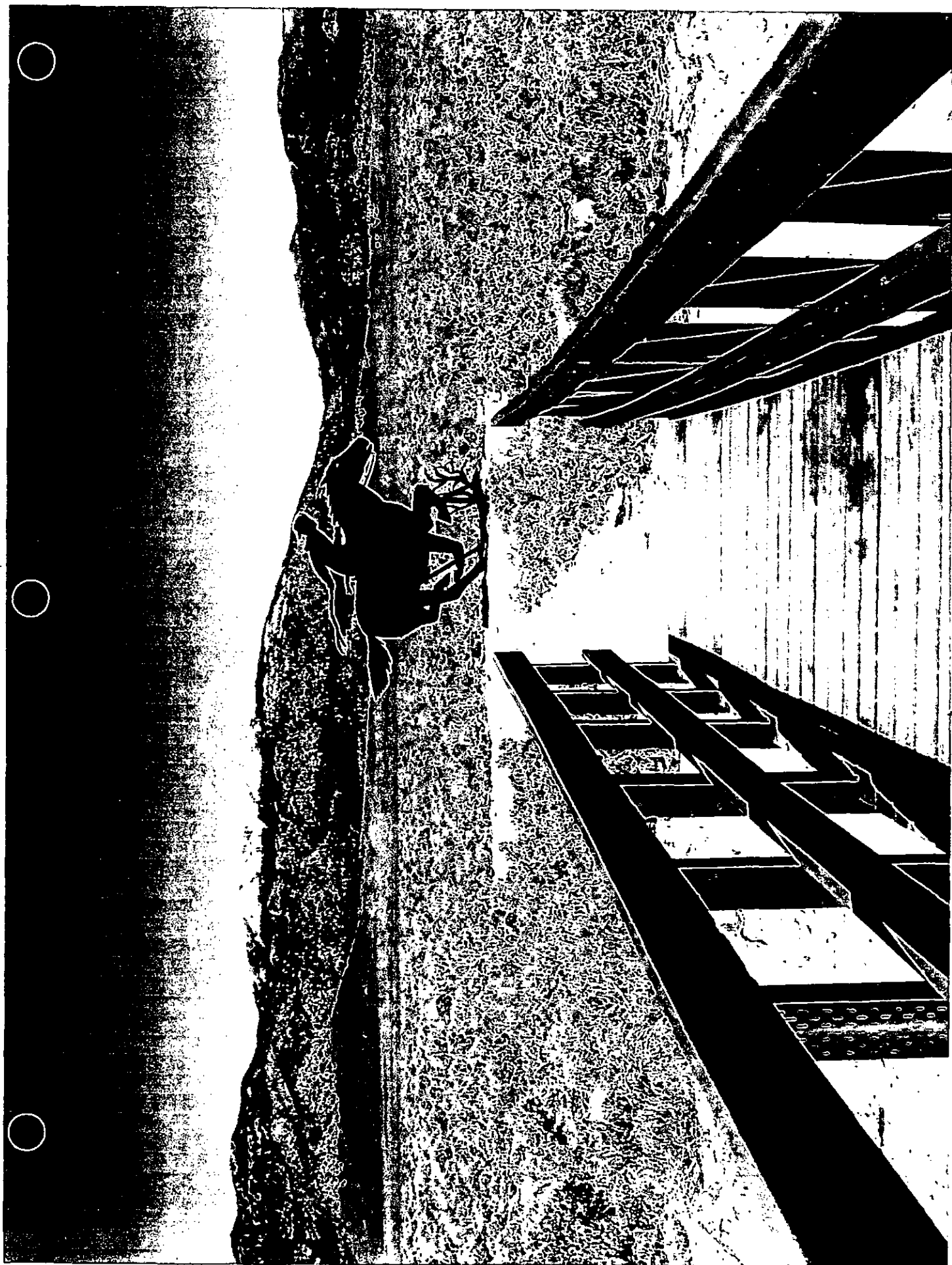
3'

2'

4'







LANDER COUNTY COMMISSION MEETING

August 9, 2012

AGENDA ITEM NO. 15

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding appointments to the 2012-2013 Advisory Board, categories 1, 2, 3 & 4, and other matters properly related thereto.

Public comment.

Background:

Letters of Intent to Serve and appointments to the 2012-2013 Lander County Advisory Boards, categories 1, 2, 3 & 4 are presented for Commission consideration.

Letters of Intent to Serve were received as follows:

Franklin B. Whitman – Lander County Public Land Use Advisory Planning Commission
(Reappointment)

John Williams, Jr., - Chairman, Lander County Planning Commission
(Reappointment)

Monte Price – Lander County Planning Commission
(Reappointment)

Rod Davis – Lander County Planning Commission
(Reappointment as Alternate)

Recommended Action:

It is recommended that the Commission accept the Letters of Intent, as received and: reappoint Franklin B. Whitman to the Lander County Public Land Use Advisory Planning Commission; reappoint John Williams, Jr., as Chairman, Lander County Planning Commission; reappoint Monte Price to the Lander County Planning Commission, and; reappoint Rod Davis as an alternate member of the Lander County Planning Commission.

FROM : F. B. W. -NV-775.964.1477

FAX NO. : 17759641477

JUL 31 2012 09:22PM P1

July 31st

Lander Co. Commissioners
Battle Mountain
Nevada

RECEIVED
AUG 1 - 2012
LANDER CO. CLERK

I do here by request to serve another one year term on the
Lander Co. Public Lands Advisory Board. Thank You.

Sincerely



Franklin B. Whitman
P.O.Box 239
132 6th St
Austin NV
89310

775.964.1477
fbwnv@nvols.net

RECEIVED
JUL 31 2012
LANDER CO. CLERK

LANDER COUNTY PLANNING COMMISSION
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2860



MEMORANDUM

Date: August 9, 2012
To: Lander County Board of Commissioners
From: John Williams Jr., Chair

I would like the Lander County Board of Commissioners to consider me for reappointment as the Chair to the Lander County Planning Commission.

Thank you for your attention in this matter.

John Williams Jr.

RECEIVED

JUL 31 2012

LANDER CO. CLERK

LANDER COUNTY PLANNING COMMISSION
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2860



MEMORANDUM

Date: August 9, 2012
To: Lander County Board of Commissioners
From: Monte Price, Board Member

A handwritten signature in black ink, appearing to be "MP" or "Monte Price", written over a horizontal line.

I would like the Lander County Board of Commissioners to consider me for reappointment as a Board Member to the Lander County Planning Commission.

Thank you for your attention in this matter.

RECEIVED
JUL 31 2012
LANDER CO. CLERK

LANDER COUNTY PLANNING COMMISSION
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2860



MEMORANDUM

Date: August 9, 2012

To: Lander County Board of Commissioners

From: Rod Davis, Alternate Board Member

I would like the Lander County Board of Commissioners to consider me for reappointment as an alternate to the Lander County Planning Commission.

Thank you for your attention in this matter.

Rod Davis

LANDER COUNTY COMMISSION MEETING
August 9, 2012

AGENDA ITEM NO. 16

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Correspondence/reports/potential upcoming agenda items.

Public comment.

Background:

Recommended Action:

A G E N D A

LANDER COUNTY COMMISSIONERS MEETING TOWN BOARD OF BATTLE MOUNTAIN & AUSTIN BOARD OF COUNTY HIGHWAY COMMISSIONERS

AUGUST 9, 2012

LANDER COUNTY COURTHOUSE
COMMISSIONERS' CHAMBER
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NEVADA

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

- 9:00 A.M. Call to Order
Pledge of Allegiance
*Discussion for possible action regarding approval of Agenda Notice.
*Discussion for possible action regarding approval and acceptance of Minutes of:

JULY 26, 2012 – REGULAR SESSION

Commissioner Reports on meetings, conferences and seminars attended.
Staff Reports on meetings, conferences and seminars attended.
*Discussion for possible action regarding Payment of the Bills.
*Discussion for possible action regarding Payroll Change Requests.

Public Comment - For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any agenda item at the Board meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

FINANCE

- *(1) Discussion for possible action regarding budget review, contracts, financial update and other matters properly relating thereto.

Public comment.

- *(2) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-16, a resolution directing apportionment of net proceeds received on July 26, 2012 and other matters properly related thereto.

Public comment.

ROAD AND BRIDGE SOUTH

- *(3) Discussion and update on Road and Bridge South projects and other matters properly related thereto.

Public comment.

ROAD AND BRIDGE NORTH

- *(4) Discussion and update on Road and Bridge North projects and other matters properly related thereto.

Public comment.

PUBLIC WORKS

- *(5) Discussion and update on Public Works projects and other matters properly related thereto.

Public comment.

- *(6) Discussion for possible action regarding award of bid for the Battle Mountain Racetrack Fencing Project and other matters properly related thereto.

Public comment.

- *(7) Discussion for possible action regarding award of bid for the Battle Mountain Racetrack Lighting Project and other matters properly related thereto.

Public comment.

- *(8) Discussion for possible action regarding award of bid for the "Battle Mountain Parks and Playground Equipment – Lions, Borealis and Spring Canyon Parks, Inclusive" project and Addendum #1 and other matters properly related thereto.

Public comment.

10:00 A.M.

CLOSED LABOR SESSION PURSUANT TO NRS 288.220

- *(9) Closed labor session with management representatives to discuss upcoming labor negotiations.

COMMISSIONERS

- *(10) Possible action regarding items discussed during closed labor session.

Public comment.

- *(11) Discussion for possible action regarding adoption and passage of a resolution declaring a State of Drought and Wildfire Emergency in Lander County and other matters properly related thereto.

Public comment.

EXECUTIVE DIRECTOR

- *(12) Discussion for possible action regarding contracting for project management services for the Lander County Courthouse/Administration Building project and other matters properly relating thereto.

Public comment.

- *(13) Discussion for possible action regarding ratification of the Emergency Facilities and Land Use Agreement between Lander County and the Bureau of Land Management (BLM) for use of the Austin Airport as a SEAT (single engine air tanker) base by BLM during the 2012 fire season and other matters properly related thereto.

Public comment.

AUSTIN CHAMBER OF COMMERCE

- *(14) Discussion for possible action regarding placement of a Pony Express silhouette on County property below the town of Austin along Highway 50 and other matters properly related thereto.

Public comment.

BOARD APPOINTMENTS

- *(15) Discussion for possible action regarding appointments to the 2012-2013 Advisory Board, categories 1, 2, 3 & 4, and other matters properly related thereto.

Public comment.

COMMISSIONERS

- *(16) Correspondence/reports/potential upcoming agenda items.

Public comment.

Public Comment – For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any agenda item at the Board meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

ADJOURN

*Denotes discussion/action item with information provided at the meeting. Action may be taken according to the "Nevada Open Meeting Law Manual" via a telephone conference call in which a quorum of the Board members is simultaneously linked to one another telephonically.

NOTE: TIMES ARE APPROXIMATE

This is the tentative schedule for the meeting. The Board reserves the right to take items out of order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County Clerk in writing at the Courthouse, 315 S. Humboldt Street, Battle Mountain, Nevada 89820, or call (775) 635-5738 at least one day in advance of the meeting.

AFFIDAVIT OF POSTING

State of Nevada)
) ss.
County of Lander)

Cathy Myers, Deputy Clerk, of said Lander County, Nevada, being duly sworn, says, that on the 3rd day of August 2012, she posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse and 4) Swackhamer's Plaza Bulletin Board, in said Lander County, where proceedings are pending:

CATHY MYERS, DEPUTY CLERK

Cathy Myers

Subscribed and sworn to before me this 3rd day of August 2012.

WITNESS

Mary Ann Gray

Payment of Bills

August 09, 2012

ROGENE HILL
Lander County Finance Director



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Chairman	_____
Commissioner	_____
Commissioner	_____
Commissioner	_____
Commissioner	_____
Commissioner	_____

LANDER COUNTY COMMISSION MEETING

August 9, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 201,589.20

From Check #41504 thru #41605

[illegible]

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
41510	B M GENERAL HOSPITAL	OFFICE SPACE		8/09/12	70957	613.00	210.00
41511	B M POSTMASTER	JULY 20 2012/POSTAGE		8/09/12	70955	450.00	613.00
41512	BELL FIRE INC.	5/25/12/EXTINGUISHERPOOL		8/09/12	70997	63.00	450.00
41513	TINA MARIE BISIAUX	7/31/12/TESTING DRG CRT		8/09/12	71063	160.00	63.00
41514	BLUEGLOBES, INC	7/19/12/WINDSOCK A ARPRT		8/09/12	70958	182.69	160.00
41515	BONANZA PRODUCE CO	7/5/12/PRODUCE/SR CTR 7/12/12/RODUCE/SR CTR		8/09/12 8/09/12	71040 71040	47.55 70.05	182.69
41516	BOSS TANKS, INC.	7/27/12/ASTM&CLIPS.R&B		8/09/12	71024	1,900.00	117.60
41517	BRAZOS TECHNOLOGY CORP.	7/23/12/PRTS4PDA/SO		8/09/12	70999	495.00	1,900.00
41518	STACY BROOKS	JULY POSTAGE SR CTR JULY FOOD SR CTR		8/09/12 8/09/12	71041 71041	7.65 28.87	495.00
41519	BROWNELLS, INC	7/12/12/SUPP/ARIS/SO 7/26/12/SUPPGUNREPRS/SO		8/09/12 8/09/12	70959 70959	387.64 32.99	36.52
41520	SCOTT D. BULLOCK	7/10/12/FREEZER WORK/SO 7/23/12/REPRS TO DRAIN/SO 6/28/12/ICEMACH GOLF CRS		8/09/12 8/09/12 8/09/12	70998 70998 70998	75.00 75.00 3,500.00	420.63
41521	BURNS FUNERAL HOME	7/16/12/J GREENHALGH		8/09/12	70960	650.00	3,650.00
41522	CASHMAN EQUIPMENT	7/25/12/GLASS/R&B 7/20/12/BLADE/R&B		8/09/12 8/09/12	71042 71025	193.25 119.08	650.00
41523	CENTRAL NEVADA REGIONAL	7/6/12/CNRMWAF13MEMB ASSE		8/09/12	70961	7,500.00	312.33
41524	DAVID J. CORMANY	7/23/12/ROCHESTERS 7/23/12 PLN RETURN 7/23/12/MILLS PLNS		8/09/12 8/09/12 8/09/12	70962 70962 70962	478.14 8.15 429.55	7,500.00
41525	COURSON EQUIPMENT CO. INC	7/20/12/AIRCNR/R&B		8/09/12	71000	187.00	915.84

Report No. 11308
Run Date : 08/07/12
CHECK NUMBER

LANDER COUNTY
CHECK REGISTER 8/09/12

Page 3

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
41526	NV DEPT. OF PUBLIC SAFETY	9/1/12/PSI PROD/SO		8/09/12	71009	340.08	187.00
41527	ECOLAB	7/11/12/RENTAL/SO		8/09/12	70963	97.54	340.08
41528	JACOB EDGAR	7/31/12TRVLPKUPTRKS W&S		8/09/12	71056	38.51	97.54
41529	ELKO DAILY FREE PRESS	7/31/12/ENVELOPES/SO		8/09/12	71057	313.44	38.51
41530	GENE P ETCHEVERREY	7/27/12/AUST PLYGRND 8/3/12/GBC MTNG WINN.		8/09/12 8/09/12	71079 71079	99.90 57.72	313.44
41531	ETCHEVERRYS FOOD TOWN	7/25/12/SUPPLIES/WATER 7/23/12/CREDIT/W &S DEPT		8/09/12 8/09/12	71001 71001	5.85 5.04-	157.62
41532	MARVIN FAIRBANKS	7/27/12/ JUV CASE		8/09/12	70965	975.00	.81
41533	FARMER BROS COFFEE	7/18/12/SUPPLIES/SO 8/1/12/FILTERS/SO		8/09/12 8/09/12	70964 71058	131.00 19.30	975.00
41534	R SUPPLY #3210	7/19/12/NOZZASSEMBLY/PRK		8/09/12	71002	111.60	150.30
41535	FRANKLIN BLDG SUPPLY	7/5/12/WOOD/PARKS 7/25/12/WOOD/PARKS		8/09/12 8/09/12	71043 71043	77.47 128.96	111.60
41536	GERALD P. FREY	7/27/12/DIBROMEMOSQTRL		8/09/12	71022	17,482.50	206.43
41537	GEM ST. PAPER & SUPPLY CO	7/5/12//TKIT SUPP CTR 7/5/12//TKIT SUPP CTR 7/19/12/KIT SUPP/ CTR 7/19/12/KIT SUPP/ CTR 7/19/12/KIT SUPP/ CTR 7/19/12//TKIT SUPP CTR		8/09/12 8/09/12 8/09/12 8/09/12 8/09/12 8/09/12	71044 71044 71044 71044 71044 71044	64.05 42.70 51.11 34.07 22.12 14.74	17,482.50
41538	GRAINGER	7/18/12/WTRPUMPPTS/POOL		8/09/12	70966	9.37	228.79
41539	ROBIN D. GRAY	8/3/12/MOSQ CTRU/		8/09/12	71068	6,506.30	9.37
41540	THEODORE C. HERRERA	PUBLIC DEFENDER		8/09/12	70967	3,541.50	6,506.30
41541	HIGH DESERT MICROIMAGING						3,541.50

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
41542	HUGHES NETWORK SYSTEMS,	7/20/12/INTERNET/A R&B		8/09/12	71003	83.73	5,466.37
41543	HUMBOLDT PRINTERS, INC.	7/18/12/GATEFEEINVS		8/09/12	71004	520.04	83.73
41544	IACP POLICY CENTER	7/13/12SUBSCRIPTIONRENEW		8/09/12	70970	30.00	520.04
41545	IN THE SWIM	7/23/12/SHOCKIT, SUPP/POOL 7/23/12/SHOCKIT, SUPP/POOL 7/24/12/CEMENTPATCH/POOL 7/26/12/TABS CHLOR/POOL 7/25/12/GRAN CHLOR/POOL 7/26/12/FLAHS/POOL		8/09/12	71006 71006 71006 71006 71006 71006	315.67 161.99 56.94 1,500.94 658.99 39.98	30.00
41546	INLAND SUPPLY CO INC	7/17/12/CKNSUPPLIES/POOL 7/9/12/GLOVES/POOL 7/20/12/GLOVES/POOL 7/27/12/SUPPLIES/POOL		8/09/12	71005 71005 71005 71005	317.99 33.18 11.06 193.16	2,734.51
41547	INTERWEST SUPPLY CO, INC	7/13/12/SQR TUBE/ 7/13/12/KAMASAKI/PRTS/RB		8/09/12	70969 70969	120.00 1,122.34	555.39
41548	J-U-B ENGINEERS, INC.	7/11/12BM APRON RECONST 7/11/12/AUST GES2012 7/11/12/ BM GES2012 7/12/12/AUST ENVIR EVAL 8/2/12/ AUST ENVIRO. EVAL 8/2/12/AUST GES 2012 8/2/12/ BM GES 2012		8/09/12	71083 71083 71083 71083 71081 71081 71081	11,730.78 416.50 416.50 2,714.10 3,824.28 462.38 612.92	1,242.34
41549	JENSEN PRECAST	7/23/12GRATE GALV/ARB		8/09/12	71059	532.00	20,177.46
41550	JOE DORY'S STATION	7/20/12/FUEL AUST POOL		8/09/12	71007	30.00	532.00
41551	L C SHERIFF REVOLVING ACT	7/16/12/SERVIC SUPP 7/12/12/CORONER FEE 7/16/12/ CORONER FEE 6/18/12/ ZACHARIAS 7/16/12/TRVL JONES		8/09/12	70972 70972 70972 70972 70972	56.00 47.50 47.50 197.00 65.00	30.00
41552	JAY C WINKROD	4/12/12/SUPPLIES/BLDG 5/2/12//SUPPLIES/BLDG		8/09/12	70973 70973	56.98 13.66	413.00

VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK	
						TOTAL	TOTAL
41553	M-I DRILLING LLC						
	7/27/12/UTV CASE		8/09/12	70974	1,050.00		263.02
41554	DAVID R. MASON						
	8/6/12/ AUST , INSPECTIONS		8/09/12	71080	99.90		1,050.00
41555	MENTAL HEALTH DEV. SERV.						
	7/12/12/TARGETCASES/		8/09/12	70975	299.05		299.05
41556	MIDWAY MARKET						
	6/29/12/SUPPLIES VPD		8/09/12	71066	904.31		
	6/19/12/INMATE MEALS		8/09/12	71008	12.84		
	5/24/12/ INMATE MEALS		8/09/12	71008	1,704.90		
	6/7/12/FOOD/INMATEMEALS		8/09/12	71008	268.43		
	5/10/12/ INMATE MEALS		8/09/12	71008	249.28		
	6/11/12/INMATE MEALS		8/09/12	71008	16.16		
	5/31/12/ INMATE MEALS		8/09/12	71008	116.79		
	5/22/12/ INMATE MEALS		8/09/12	71008	9.86		
	6/1/12/FOOD/INMATEMEALS		8/09/12	71008	5.28		
	6/28/12/INMATE MEALS		8/09/12	71008	143.62		
	5/17/12/ INMATE MEALS		8/09/12	71008	13.10		
	5/11/12/INMATE MEALS		8/09/12	71008	2.11		
	6/26/12/INMATE MEALS		8/09/12	71008	20.31		
	5/5/12/INMATE MEALS		8/09/12	71008	7.98		
	5/4/12/SUPP/SO		8/09/12	71008	9.95		
	6/8/12/SUPP/SO		8/09/12	71008	17.90		
	6/28/12/INMATE MEALS		8/09/12	71008	26.37		
	5/9/12/INMATE MEALS		8/09/12	71008	7.65		
	5/3/12//INMATE MEALS		8/09/12	71008	467.96		
	5/17/12/ INMATE MEALS		8/09/12	71008	323.72		
	6/14/12/INMATE MEALS		8/09/12	71008	215.90		
	6/4/12/FOOD/INMATEMEALS		8/09/12	71008	18.59		
	5/15/12/ INMATE MEALS		8/09/12	71008	7.83		
	6/28/12/INMATE MEALS		8/09/12	71008	157.73		
	6/24/12/INMATE MEALS		8/09/12	71008	8.79		
41557	NEVADA ASSESSOR'S ASSOC.						4,737.36
	7/23/12/LURA D DUES		8/09/12	70977	100.00		
	7/23/12/DONNA STIENMETZ		8/09/12	70977	50.00		
	7/23/12/JULIE TREVIZO		8/09/12	70977	50.00		
	7/23/12/ ASHLEE EDGAR		8/09/12	70977	50.00		
41558	NORTHSTAR IMAGING, INC						250.00
	6/28/12/JAFELICA/ANO/SO		8/09/12	70978	55.90		
	5/8/12/ D HERNANDEZ/SO		8/09/12	70978	55.90		

[illegible]

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
41571	RELIABLE OFFICE SUPPLIES	7/12/12/MOBILE/FILE/POOL. 7/16/12/OFF SUPP/SR CTR		8/09/12 8/09/12	71011 71048	111.46 188.62	1,150.00
41572	GUY ROCK	8/6/12/REFUND/BLDG 8/6/12/INSPECTIONS/BLDG		8/09/12 8/09/12	71064 71064	6.55 83.80	300.08
41573	ROCKY MTN INFO NETWORK	7/13/12/MEMB DUES QUICK		8/09/12	70986	100.00	90.35
41574	ROYAL HARDWARE	7/03/12/CLN SUPP/VFD 7/7/12/PRIMER/CEMENTERY 7/7/12/ GLOVES/ MOSQ CTRL 7/7/12/ SUPPLIES/MOQ CTRL 7/18/12/ BATT/BLDG 7/21/12/SUPPLIES MOSQ CTL 7/24/12/COOLERSUPPLIES/SE 7/25/12/ANABATT/VFD 7/28/12/SUPPLIES MOSQ CTL 551903/GLOVES/DRANO/SEWER		8/09/12 8/09/12 8/09/12 8/09/12 8/09/12 8/09/12 8/09/12 8/09/12 8/09/12	71053 71053 71053 71053 71053 71053 71053 71053 71053	31.05 20.99 23.60 6.28 10.99 31.24 104.58 14.99 39.58 32.96	100.00
41575	SAFETY SUPPLY AND SIGN CO	7/26/12/PAINT/R&B		8/09/12	71012	678.49	316.26
41576	JESSIE SANDS	7/13/12/ASSESS STRTUP/		8/09/12	71055	2,000.00	678.49
41577	WILLIAM E. SCHAEFFER	7/30/12/CONT PYMNT		8/09/12	70987	1,125.00	2,000.00
41578	SHAW ENGINEERING	6/30/12BM SEWER PLN/SO		8/09/12	70989	8,128.50	1,125.00
41579	SIERRA CHEMICAL COMPANY	7/17/12/PURECHLOR/W&S 7/17/12/PURECHLOR/W&S		8/09/12 8/09/12	70990 70990	3,121.08 1,223.58	8,128.50
41580	BERRY ENTERPRISES	7/23/12/ BATTERY/BWFD 7/30/12/RADIO EQP SO		8/09/12 8/09/12	70991 71061	92.00 110.45	4,344.66
41581	DESMOND SKEATH	PARKS CONTRACT PWT		8/09/12	70988	1,191.50	202.45
41582	SMITH FAMILY FUNERAL HOME	7/20/12/J POOLER		8/09/12	71013	215.00	1,191.50
41583	ST OF NEVADA	8/1/12/LIC2012GMC1500/WTR 8/1/12/LIC2012GMCANY/SEM 8/2/12/2012DODGERAMTRK/AR		8/09/12 8/09/12 8/09/12	71052 71052 71052	6.00 6.00 6.00	215.00
41584	ST OF NEVADA						18.00

INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
7/12/12/PRTS//A R&B		8/09/12	70993	238.00	
7/5/12/ TIRES/GRADER/AR&B		8/09/12	70993	7,112.04	
7/24/12/REPAIRS#14/SO		8/09/12	70993	1,318.74	
7/19/12/REPAIRS#17/SO		8/09/12	70993	486.02	
7/19/12/REPAIRS#22/SO		8/09/12	70993	3,727.04	
7/24/12/REPAIRS#26/SO		8/09/12	70993	412.16	
7/24/12/REPAIRS#26/SO		8/09/12	70993	835.46	
7/24/12/REPAIRS LIGHTPNT/R&B		8/09/12	70993	39.00	
7/25/12/REPAIRS#09/SO		8/09/12	70993	1,085.20	
7/25/12/REPAIRS#09/SO		8/09/12	70993	95.80	
7/26/12/REPAIRS UNIT16/SO		8/09/12	70993	464.00	
8/1/12/REPRS UNIT28/SO		8/09/12	70993	1,031.56	
41595 TURF EQUIPMENT &					17,069.38
7/19/12/SWITCHES/SLFCRS		8/09/12	71016	54.78	
41596 UNDERGROUND SERVICE ALERT					54.78
7/20/12/MEMBERSHIP WAS		8/09/12	71018	75.00	
7/20/12/MEMBERSHIP WAS		8/09/12	71018	75.00	
7/20/12/MEMBERSHIP R&B		8/09/12	71018	150.00	
41597 UNITED PARCEL SERVICE					300.00
7/21/12/PARCEL SERVC/SO		8/09/12	71019	11.88	
41598 USA BLUE BOOK					11.88
7/16/12/EXTHOSE/PMF/WATER		8/09/12	71017	114.95	
7/24/12/CENTRIFUNGALPMP		8/09/12	71017	861.30	
41599 VINYL PRODUCTS MFG., INC.					976.25
7/12/12/MATRESS/PILLOWS		8/09/12	70952	1,564.28	
41600 WARD TECHNICAL PRODUCTS,					1,564.28
7/25/12/ADPTR/HOSE/SEWER		8/09/12	71027	975.49	
41601 WASHOE COUNTY SHERIFF'S					975.49
7/1/12-6/30/13FORENSIC		8/09/12	71020	5,875.00	
41602 YVONNE WEBB					5,875.00
7/25-26/12 TRNG RENO		8/09/12	71023	44.00	
7/25-26/12 TRNG RENO		8/09/12	71023	244.20	
41603 KEITH WESTENGARD					288.20
7/31/12/CNTRT PYMNT		8/09/12	71035	1,500.00	
41604 WESTERN NEVADA SUPPLY CO					1,500.00
7/16/12/VLV BOX/PRTS/AR&B		8/09/12	71021	2,459.15	
41605 WINNEMUCCA PUB. CO., INC.					2,459.15
7/4/12ASSESSORADVJOBS		8/09/12	70994	250.92	
7/11/12/ADV PARKS		8/09/12	70994	156.78	
7/16/12/ADV JOB/WATER		8/09/12	70994	138.20	
7/18/12/ADV/PLNNG		8/09/12	70994	28.26	
7/25/12/ADV/PLNNG		8/09/12	70994	41.30	
7/25/12/ADV/PLNNG		8/09/12	70994	41.30	
					656.76

Report No. 1308
Run Date : 08/07/12
CHECK
NUMBER

LANDER COUNTY
CHECK REGISTER 8/09/12

VENDOR

INVOICE DESCRIPTION

P/O #

DATE

TRANS#

AMOUNT

CHECK
TOTAL

CHECKS TOTAL

201,589.20

COUNTY OF LANDER
DEPT 32-2024920062

HOME DEPOT CREDIT SERVICE

DATE	INVOICE	AMOUNT	REMARKS
08/01/12	3090107	858.74	7/5/12/SUPPHDMARKERS/CEM
08/01/12	8155239	217.42	7/10/12/TREESAUSTPRKS
08/01/12	9090197	55.05-	7/9/12/CREDIT/CEMT

CHECK NO 41486 \$1,021.11 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041486

94-7074
3212

PAY TO THE ORDER OF

HOME DEPOT CREDIT SERVICE

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
08/02/12 **VOID**	41486 **VOID**	\$1,021.11 **VOID**

VOID**1,021DOLLARS AND11CENTS***

HOME DEPOT CREDIT SERVICE
P O BOX 6029

DEPT 32-2024920062

THE LAKES,

NV 88901-6029

VOID
NON-NEGOTIABLE

LANDER COUNTY VOUCHER

Pay To: Home Depot / card Ser
 Address 2955 Mountain City Highway
Elko, NV 89801

Vendor # 1461 / 2067 / 98
 PO # 10545
 Fund # _____
 Dept # _____
 Dept Name SPLIT

Invoice #	Invoice Description	Dept #	Expense Acct #	Amount
3090107		052-063	53920	\$858.74
9090197		052-063	53920	-\$55.05
Invoice #	Invoice Description	Dept #	Expense Acct #	Amount
8155239		052-053	53880	\$217.42
Invoice #	Invoice Description	Dept #	Expense Acct #	Amount
TOTAL				\$1,021.11

I certify that the foregoing claim is correct and just; that the articles specified have been received by the proper officials of the County, the Courts and/or Special Districts, or the services stated have been performed; and that they were necessary for, have been or will be applied to County, Court or Special District purposes.

COUNTY COMMISSION APPROVAL

Chairman

Authorized Signature

Date

7/31/12

For Comptroller Use Only

JUL 31 2012

Remit Payment To:
HOME DEPOT CREDIT SERVICES
DEPT32 - 2024920062
PO BOX 183175
COLUMBUS OH 43218-3175

ACCOUNT: 6035322024920062
LANDER COUNTY PUBLIC
550 W 2ND ST

BATTLE MOUNTAIN, NV 89820

Please make checks payable to HOME DEPOT CREDIT SERVICES



Payment Due Date: 08/07/12

Invoice: 3090107			
Purchase Order: GRACE			
Amount Due: 858.74			
Invoice Date: 07/05/12			
Store: 000003320			
ELKO, NV			
SKU#	PRODUCT	QUANTITY	UNIT PRICE
0000964501	10 PK PENCIL	1.0000	EA 3.49
0000796978	TAPE	1.0000	EA 25.47
0000263667	3X18 805PK	1.0000	EA 9.97
0000264001	EXT PAINT	1.0000	EA 166.00
0000696213	SPRAYER	1.0000	EA 379.00
0000938947	POLY SHEET	1.0000	EA 43.98
0000703594	5GAL MIXER	1.0000	EA 5.99
0000456077	2"UTLTYBRUSH	1.0000	EA 2.97
0000809347	SOLVENT	1.0000	EA 16.96
0000334185	SPRAY TIP	1.0000	EA 24.97
0000356143	PUMP ARMOR	1.0000	QT 8.97
0000733594	3X8 SANDER	1.0000	EA 99.97
0000391426	P100 MASK	1.0000	EA 12.98
0000456077	2"UTLTYBRUSH	1.0000	EA 2.97
SUBTOTAL			803.69
TAX			55.05
SHIPPING			0.00
TOTAL			858.74

Invoice: 9090197			
Purchase Order: GRACE			
Amount Due: 55.05			
Invoice Date: 07/09/12			
Store: 000003320			
ELKO, NV			
SKU#	PRODUCT	QUANTITY	UNIT PRICE
0000000099	PURCHASE	1.0000	0.00
SUBTOTAL			0.00
TAX			55.05
SHIPPING			0.00
TOTAL			55.05

Invoice: 8155239			
Purchase Order: AUSTIN			
Amount Due: 217.42			
Invoice Date: 07/10/12			
Store: 000003320			
ELKO, NV			
SKU#	PRODUCT	QUANTITY	UNIT PRICE
0000230837	TREE	1.0000	EA 59.97
0000204385	TREE	1.0000	EA 89.97
0000206914	TREE	1.0000	EA 79.97
0000230837	TREE	1.0000	EA 59.97
0000000000	DISCOUNT	1.0000	EA 14.99
0000000000	DISCOUNT	1.0000	EA 19.99
0000000000	DISCOUNT	1.0000	EA 14.99
0000000000	DISCOUNT	1.0000	EA 22.49
SUBTOTAL			217.42
TAX			0.00
SHIPPING			0.00
TOTAL			217.42

**ACCOUNT SUMMARY****6035 3220 2492 0062**

Previous Balance \$ 0.00
 Payments -\$ 0.00
 Credits -\$ 55.05
 Purchases +\$ 1,076.16
 Debits +\$ 0.00
 FINANCE CHARGES +\$ 0.00
 Late Fees +\$ 0.00
 New Balance = \$ 1,021.11

Closing Date 07/12/12
 Next Closing Date 08/12/12
 Payment Due Date 08/07/12
 Current Due \$ 86.00
 Past Due +\$ 0.00
 Minimum Amount Due = \$ 86.00

LANDER COUNTY PUBLIC
 ROGER SUTTON
 550 W 2ND ST
 BATTLE MOUNTAIN, NV 89820-1816
 Credit Limit \$ 5,000
 Credit Available \$ 3,978

CURRENT ACTIVITYView, Manage and Pay online @ myhomedepotaccount.com

Transaction Date	Invoice Number	Location/Description	Amount
JUL 5	3090107	THE HOME DEPOT ELKO NV HARDWARE	858.74
JUL 9	9090197	THE HOME DEPOT ELKO NV PAINT	
JUL 10	8155239	THE HOME DEPOT ELKO NV SEASONAL/GARDEN DISCOUNT	55.05- 217.42

Exclusive Savings Only at The Home Depot. FREE Delivery with purchase of 1 or more pallets of GAF shingles. Plus, buy GAF lifetime shingles and 3 GAF accessories and your customers get a lifetime limited warranty.
 Restrictions apply. See store for details.
 Valid 6/21/12 - 8/8/12.

FINANCE CHARGE SUMMARY

REGULAR REVOLVE CREDIT PLAN

Current Billing Period				Previous Billing Period			
Balance Subject to Finance Charge	Daily Periodic Rate	Days in Billing Period	ANNUAL PERCENTAGE RATE	Balance Subject to Finance Charge	Daily Periodic Rate	Days in Billing Period	ANNUAL PERCENTAGE RATE
0.00	.06024	31	21.99	0.00	.00000	0	0.00

 INVT-4NNNN
 1750001*



More saving.
More doing.™

2955 MOUNTAIN CITY HWY
STORE MGR: MIKE MUHLESTEIN 775-738-0455

3320 00009 66408 07/09/12 10:40 AM
CASHIER EMILY - EHX3MV
* ORIG REC: 3320 009 63090 07/05/12 TA *

TAX REFUND	-55.05
TAX EXEMPT	
TOTAL	-\$55.05
XXXXXXXXXXXX0062 HOME DEPOT	-55.05
INVOICE 9090197	TA

REFUND-CUSTOMER COPY

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Share Your Opinion With Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN
UNA BREVE
ENCUESTA PARA LA OPORT
UNIDAD DE GANAR.

User ID:
136425 133114

Password:
12359 133105

Entries must be entered by 08/08/2012.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.

ATTN:

GRACE

--LANDER CO.
TREASURER

(775)635-5593



Welcome to your RIDGID account.

[Remove Message](#)

You may use this site to store your RIDGID product information and even register your eligible RIDGID products for the Lifetime Service Agreement. You can also contact customer service through this communication portal.

Thanks again for your business. We greatly value you as a customer.

Store : 3320 **W6**



Carton #: C00031719876 **Printer:** 50572015 **5057**
LOC: 01AA074 **CCS**
Vdr ltm #: R2740 **P:** 1 **Inner:** **CCS**

Dept 25
Aisle 12

BAY:018
SEQ:88

733594

RIDGID 3"X18" BELT SANDER **Printed: 06/17/2012 13:47**
Label: 2 of 2 **LPN 000091330655**



REGISTER IN THREE SIMPLE STEPS:

- 1 Register on www.RIDGID.com
- 2 Print a copy of the online confirmation page showing your customer ID number. Gather your original receipt from an authorized dealer with an arrow pointing to the qualifying RIDGID purchases. Cut out the original UPC from the package (making a photo-copy of your receipt to keep for your records is recommended).
- 3 Mail these items to:
RIDGID® Hand Held and Stationary Power Tool Technical Service
PO Box 1427
Anderson SC 29622

EXAMPLE

Example UPC

Example Product Model Number

Example Serial Number

To accept the RIDGID® Brand Lifetime Service Agreement, you must complete the registration process for your qualifying RIDGID® Brand tool within 90 days after purchase. Register by logging on to www.RIDGID.com. Include all qualifying RIDGID® product information: complete model and serial number for each serialized piece of equipment, including batteries and chargers. If you don't have access to the internet, enclose a letter with the following information: first and last name, e-mail, date of birth, phone number, address, city, state, zip code, model number from package, and model/serial number of all qualifying serialized tool(s), battery(s) and charger(s) if applicable. Then mail the online confirmation print out or the hand written letter, with your original receipt from an authorized dealer and the original UPC from the qualifying product's package to: RIDGID® Hand Held and Stationary Power Tool Technical Service, PO Box 1427, Anderson 29622.

All tools must be registered under the name of an individual person. You will receive a confirmation e-mail 6-8 weeks after registration process completion. Note: hand written registrations may take longer. The confirmation e-mail will include your RIDGID® account number. Keep track of this number, you will need it to obtain service for your product under the Lifetime Service Agreement. For complete details of the Lifetime Service Agreement, see www.RIDGID.com

Pour accepter le contrat d'entretien à vie de la marque RIDGID®, vous devez effectuer le processus d'enregistrement pour votre outil de marque RIDGID® admissible, et ce, au cours des 90 jours suivant l'achat de ce dernier. Enregistrez-vous en ouvrant une session sur le site www.RIDGID.com. Vous devez fournir tous les renseignements sur le produit RIDGID® admissible, c'est-à-dire le numéro de modèle ainsi que le numéro de série complets pour chacune des pièces d'équipement portant un numéro de série, y compris les batteries et les chargeurs. Si vous n'avez pas accès à Internet, rédigez une lettre comprenant les renseignements suivants : votre prénom et votre nom de famille, votre adresse courriel, votre date de naissance, votre numéro de téléphone, votre adresse, votre ville, votre province ou état et votre code postal, de même que le numéro de modèle apparaissant sur l'emballage du produit ainsi que le numéro de modèle et de série de tous les outils, toutes les batteries et tous les chargeurs admissibles portant un numéro de série, s'il y a lieu. Postez ensuite la confirmation en ligne imprimée ou la lettre manuscrite avec votre reçu original provenant d'un détaillant autorisé et le code CUP original provenant de l'emballage du produit admissible à l'adresse suivante : RIDGID® Hand Held and Stationary Power Tool Technical Service, PO Box 1427, Anderson, SC 29622, USA. Tous les outils doivent être enregistrés sous le nom d'un individu. Vous recevrez un courriel de confirmation de six à huit semaines après avoir terminé le processus d'enregistrement. Remarque : il peut falloir plus de temps pour les enregistrements faits à la main. Le courriel de confirmation comprendra votre numéro de compte RIDGID®. Prenez ce numéro en note puisque vous en aurez besoin pour faire l'entretien de votre produit dans le cadre du contrat d'entretien à vie. Pour obtenir des informations détaillées concernant le contrat d'entretien à vie, visitez le site www.RIDGID.com.

Para aceptar el Acuerdo de Servicio Vitalicio de RIDGID®, debe completar el proceso de registro de su herramienta RIDGID® con servicio vitalicio dentro de los 90 días a partir de la fecha de compra. Regístrese entrando a www.RIDGID.com. Incluya toda la información sobre el producto RIDGID® con servicio vitalicio: números de modelo y de serie completos para cada equipo que tenga un número de serie, incluyendo baterías y cargadores. Si no tiene acceso a Internet, envíe una carta con la siguiente información: nombre y apellido, dirección de correo electrónico, fecha de nacimiento, número de teléfono, dirección, ciudad, estado, código postal, número de modelo que aparece en el paquete, y, si corresponde, número de modelo/serie de todas las herramientas, baterías y cargadores con servicio vitalicio que tengan número de serie. Luego, envíe por correo una copia impresa de la confirmación en línea o una carta escrita a mano, con una factura original emitida por un distribuidor autorizado y el Código Universal del Producto (UPC) que aparece en paquete del producto con servicio vitalicio a: RIDGID® Hand Held and Stationary Power Tool Technical Service, PO Box 1427, Anderson 29622. Todas las herramientas deben registrarse a nombre de una única persona. Recibirá un correo electrónico de confirmación entre 6 y 8 semanas después de completar el proceso de registro. Nota: los registros escritos a mano pueden tomar más tiempo. El correo electrónico de confirmación tendrá su número de cuenta de RIDGID®. Guarde este número, lo necesitará para recibir servicio técnico para su producto bajo los términos del Acuerdo de Servicio Vitalicio. Si desea obtener todos los detalles sobre el Acuerdo de Servicio Vitalicio, diríjase a www.RIDGID.com.

960217059-02A

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 AVAILABLE NOW ON HOMEDEPOT.COM
 CONVENIENT, EASY AND MOST ORDERS
 READY IN LESS THAN 2 HOURS!

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 1 POLICY ID DAYS POLICY EXPIRES ON
 90 10/03/2012

THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

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COMPARTA SU OPINION EN UNA BREVE ENCUESTA PARA LA OPOR
UNIDAD DE GANAR.

User ID: 129789 126478
Password: 12355 126469

Entries must be entered by 08/04/2012. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

3320 09 63090 07/05/2012 1253

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UNIDAD DE GANAR.

User ID: 129789 126478
Password: 12355 126469

Entries must be entered by 08/04/2012. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

More saving. More doing.™

HOME DEPOT

2955 MOUNTAIN CITY HWY
 STORE MGR: MIKE WHELESTEIN 775-738-0455
 3320 00009 63090 07/05/12 03:07 PM
 CASHIER EMILY - E - EXH3M

ONLINE CONFIRMATION

Full details of the LSA program

YOU ARE NOT FINISHED

Your tool information for the products shown below has been received and is waiting to be processed. Please complete the instructions below to achieve LSA status on your tools, pending approval.

First Name: Grace
Last Name: Powrie
Email Address: treasurer@landercountynv.org
Telephone Number: 7756355127

Address: 315 South Humboldt
City: Battle Mountain
State: NV
Zip Code: 89820

(RIDGID 3 X 18 BELT SANDER)	MODEL #: R2740	SERIAL #: CS12121D299926
DESCRIPTION: (RIDGID 3 X 18 BELT SANDER)		
PURCHASED DATE: 07.05.2012	REGISTERED DATE: 07.06.2012	

Note: LSA Registration Not Complete, Follow Instructions Below

To complete the LSA registration process, mail the following to RIDGID within 90 days of purchase for processing and approval.

1. Original Receipt (recommended to make a copy for your records)
2. UPC cut out from the packaging
3. Print out of this online confirmation page showing your Customer ID number (C002271760)

Mail to:
RIDGID Hand Held and Stationary
Power Tool Technical Service
PO Box 1427
Anderson, SC 29622

Note: Your tools do not have LSA status until these documents are mailed, then processed and approved by RIDGID. Please allow 10-12 weeks.

After approval process is completed, you will receive a confirmation e-mail with your lifetime service agreement number included.

You may track the progress of your registration at: <http://register.ridgidpower.com/>

If your tool needs service in the future, Bring your tool to an authorized service center. Once your mailed documents are processed and approved, you may use your customer ID number to confirm LSA status on your tool. Service Centers can be found at <http://www.ridgid.com/Tools/Technical-Services/EN/index.htm> (remember to select power tools in the product category). It is the customer's responsibility to call RIDGID customer service (1-866-539-1710) to re-register any serialized replacement tool, battery, charger, etc. within 90 days of replacement. Replaced equipment that is not re-registered within 90 days of replacement will not maintain Lifetime Service Agreement Status.

Note: If a battery requires service, bring in the battery, charger as well as the main tool it was used with for a proper diagnosis.

Model A
R2740
SERIAL #
CS12121D2999
26

Purchase Order

Lander County



Purchase Order No: 10545

Date Ordered: 7/5/12

Vendor: Home Depot

Department: Cemetery

Address: 2955 Mountain City Highway
Elko, NV 89801

Address: 315 S. Humboldt
B.M. NV 89820

Phone: _____

Phone: 775-635-5127

Fax: _____

Fax: " " 5593

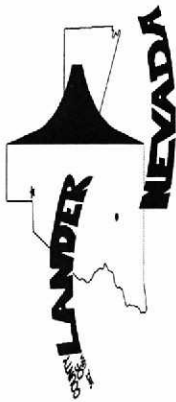
Account to Charge						
Fund	Dept	Account	Description	Quantity	Unit Price	Amount
052	063	53920	Sprayer, Sander, Misc			803.69
			Note " Sales tax was charged			55.05
			Sales tax was reversed			<55.05>
			Freight/Miscellaneous Charges			
				Total Charges		803.69

Additional notes or instructions:

Grace Power
Elected Official or County Manager's Signature

Department Head or Authorized Signature

ROGENE HILL
Lander County Finance Director



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

Dean Bullock
Chairman

Steve Thum
Commissioner

David A. Mason
Commissioner

Commissioner

Commissioner

DATE

8/9/12

8/9/12

8/9/12

LANDER COUNTY COMMISSION MEETING

August 9, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 201,589.20

From Check #41504 thru #41605

315 South Humboldt Street < > Battle Mountain NV 89820

Phone: (775) 635-2885 < > Fax: (775) 635-5332

COUNTY OF LANDER

ADAM BEVERLAND

DATE	INVOICE	AMOUNT	REMARKS
07/25/12	1 /PALLET/	500.00	7/25/12/HEADSTONEMARKERS

CHECK NO 41453 \$500.00 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041453

94-7074
3212

PAY TO THE ORDER OF

ADAM BEVERLAND

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
07/26/12 **VOID**	41453 **VOID**	\$500.00 **VOID**

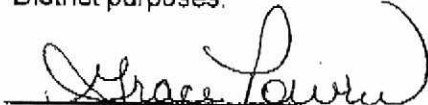
VOID**500DOLLARS AND00CENTS***

ADAM BEVERLAND
70 1/2 W. 2ND STREET

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE


District purposes.


Authorized Signature

07/25/12

Date





COUNTY OF LANDER
OFFICE SUPPLY INC.

NATIONWIDE DRAFTING &

DATE	INVOICE	AMOUNT	REMARKS
06/30/12	11/41590	707.84	6/6/12/PAPER/CRD CAB/TRES

CHECK NO 41466 \$707.84 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041466

94-7074
3212

VOID IF NOT CASHED
WITHIN 90 DAYS

PAY TO THE ORDER OF

NATIONWIDE DRAFTING &

DATE	CHECK NO.	AMOUNT
07/26/12 **VOID**	41466 **VOID**	\$707.84 **VOID**

VOID**707DOLLARS AND84CENTS***

NATIONWIDE DRAFTING &
2052 PROSPECTOR AVE.
P.O. BOX 4619
PARK CITY

OFFICE SUPPLY INC.

UT 84060

VOID
NON-NEGOTIABLE

		Freight/Miscellaneous Charges		
			Total Charges	707.84

Additional notes or instructions:

Dean Bullock

Steve Hunt
David R. Marx

RECEIVED

JUL 24 2012

L.C. FINANCE

Grace Parn

Elected Official or County Manager's Signature

Department Head or Authorized Signature

HOME DEPOT CREDIT SERVICE

COUNTY OF LANDER

DEPT 32-2024920062

DATE	INVOICE	AMOUNT	REMARKS
08/01/12	3090107	858.74	7/5/12/SUPPHDMARKERS/CEM
08/01/12	8155239	217.42	7/10/12/TREESAUSTPRKS
08/01/12	9090197	55.05-	7/9/12/CREDIT/CEMT

CHECK NO 41486 \$1,021.11 **

COUNTY OF LANDER

315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2573

PAY TO THE ORDER OF

HOME DEPOT CREDIT SERVICE

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 041486

94-7074
3212VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
08/02/12	41486	\$1,021.11
VOID	**VOID**	**VOID**

VOID**1,021DOLLARS AND11CENTS***

HOME DEPOT CREDIT SERVICE
P O BOX 6029

DEPT 32-2024920062


THE LAKES,

NV 88901-6029

NON-NEGOTIABLE

COUNTY COMMISSION APPROVAL

I certify that the foregoing claim is correct and just; that the articles specified have been received by the proper officials of the County, the Courts and/or Special Districts, or the services stated have been performed; and that they were necessary for, have been or will be applied to County, Court or Special District purposes.


Authorized Signature

7/31/12
Date


Chairman


For Comptroller Use Only

JUL 31 2012

Commissioners' Report

August 09, 2012

CORRESPONDENCE

August 9, 2012

1. Steven L. Spangle, US Fish & Wildlife Service, to Interested Parties, letter regarding proposal to revise Southwestern Willow Flycatcher Critical Habitat.
2. Gene Seidlitz, Bureau of Land Management, to Permittee, letter regarding current drought conditions within the Winnemucca District, the District's strategy for identifying issues and/or resource concerns, and identification of potential actions to mitigate the effects of drought.
3. Francisco Vega, P.E., Nevada Division of Environmental Protection, to Loren Hunewill, H.E. Hunewill Construction Co., Inc., letter regarding Stop Order No. 2013-01, Class II General Air Quality Operating Permit AP 1442-0090.02 COLA #2315 (FIN A0037). Aug 6th

Donald Negro
Comm. Bullock



United States Department of the Interior

U.S. Fish and Wildlife Service

Arizona Ecological Services Office

2321 West Royal Palm Road, Suite 103

Phoenix, Arizona 85021-4951

Telephone: (602) 242-0210 Fax: (602) 242-2513



Correspondence #1
8/9/2012

In reply refer to:

AESO/SE

FWS-R2-ES-2011-053

July 19, 2012

Memorandum

To: Parties Interested in Southwestern Willow Flycatcher Recovery and Management

From: Field Supervisor

Subject: Proposal to Revise Southwestern Willow Flycatcher Critical Habitat

On August 15, 2011, we published a proposal to revise southwestern willow flycatcher (*Empidonax traillii extimus*) (flycatcher) critical habitat (*Federal Register* 76 FR 50542). We proposed approximately 2,090 miles of streamside riparian habitat within the 100-year floodplain in California, Nevada, Utah, Colorado, New Mexico, and Arizona. At this time, we have identified approximately 902 stream miles that we are considering for exclusion from the designation based upon section 4(b)(2) of the Endangered Species Act.

On July 12, 2012, (77 FR 41147) we reopened the comment period for the proposed rule. We also announced additional proposed critical habitat on Cienega Creek and Empire Gulch in Pima County, Arizona, (bringing the total stream miles proposed to 2,113) and six additional areas (131 miles) that are now under consideration for exclusion from designation. We have also completed a draft economic analysis and a draft environmental assessment of the critical habitat proposal. Comments on the proposed rule and the supporting documents are being sought through September 10, 2012.

We will hold a public hearing on the proposal, draft economic analysis, and draft environmental assessment, on August 16, 2012, at the Apache Gold Convention Center (Geronimo Room), located five miles east of Globe, Ariz. on Highway 70. An informational session will be held from 3:00 to 4:30 p.m. followed by a public hearing from 6:30 to 8:00 p.m. for receiving oral comments.

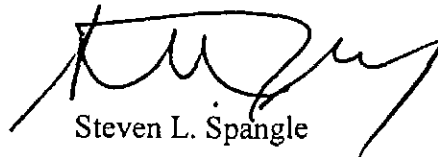
The proposal, draft economic analysis, and draft environmental assessment and maps can be viewed and retrieved at <http://www.regulations.gov>, and electronic geographic information systems (GIS) layers of the proposal can be retrieved at <http://www.fws.gov/southwest/es/arizona/Southwes.htm>.

RECEIVED

JUL 27 2012

COUNTY COMMISSION

You can submit comments electronically by going to the Federal eRulemaking Portal: <http://www.regulations.gov> or by submitting a hard copy by U.S. mail or hand-delivery to: Public Comments Processing, Attn: FWS-R2-ES-2011-053; Division of Policy and Directives Management; U.S. Fish and Wildlife Service; 4401 N. Fairfax Drive, MS 2042-PDM; Arlington, VA 22203. We will post all comments on <http://www.regulations.gov>. This generally means that we will post any personal information you provide us. Please see the Public Comments section of the proposed rule to read specific information we are seeking. Comments submitted during the initial comment period have been entered into the administrative record and need not be resubmitted during this comment period.



Steven L. Spangle

cc: Regional Director, Fish and Wildlife Service, Albuquerque, NM (ARD-ES)
 Regional Director, Fish and Wildlife Service, Sacramento, CA (ARD-ES)
 Regional Director, Fish and Wildlife Service, Denver, CO (ARD-ES)
 Listing Coordinator, Fish and Wildlife Service, Sacramento, CA
 Listing Coordinator, Fish and Wildlife Service, Denver, CO
 Listing Coordinator, Fish and Wildlife Service, Albuquerque, NM
 Field Supervisor, Ecological Services, Fish and Wildlife Service, Carlsbad, CA
 Field Supervisor, Ecological Services, Fish and Wildlife Service, Ventura, CA
 Field Supervisor, Ecological Services, Fish and Wildlife Service, Sacramento, CA
 Field Supervisor, Ecological Services, Fish and Wildlife Service, Las Vegas, NV
 Field Supervisor, Ecological Services, Fish and Wildlife Service, Salt Lake City, UT
 Field Supervisor, Ecological Services, Fish and Wildlife Service, Grand Junction, CO
 Field Supervisor, Ecological Services, Fish and Wildlife Service, Albuquerque, NM



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Winnemucca District Office
5100 East Winnemucca Boulevard
Winnemucca, Nevada 89445
Phone: (775) 623-1500 Fax: (775) 623-1503
Email: wfoweb@blm.gov
www.blm.gov/nv/st/en/fo/wfo.html



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In Reply Refer To:
4110 (NV010.07)

JUL 30 2012

AUG - 1 2012

COUNTY COMMISSION

Dear Permittee:

The purpose of this letter is to provide an update on current drought conditions within the Winnemucca District (WD), describe the District's strategy for identifying issues and/or resource concerns related to drought and identify potential actions to mitigate the effects of drought.

I and the entire staff at the WD want to thank you for the proactive steps you have taken with your livestock management on public lands in 2012 based on the drought conditions. As stewards of the public land I am seeking your continued planning and actions to address the drought conditions on the associated grazing allotments. And your insight, eyes and ears are critical for not only your operations and the BLM but also to all users of public lands administered by the WD.

According to the US Drought Monitor, the WD has been in severe drought for approximately five months and is predicted to continue. Field observations have indicated that drought is already affecting resources and animal health (wildlife, livestock or WH/B). An emergency wild horse gather was completed within the Jackson Mountains Herd Management Area which was preceded by water hauling due to lack of water and animal health.

With the rise of resource and animal health issues/concerns, the WD developed a strategy to monitor key locations throughout the district. Along with these key locations, the WD will be coordinating with you, the Nevada Department of Wildlife, U.S. Fish and Wildlife Service, Forest Service (Santa Rose Ranger District) and Farm Service Agency to help identify where drought is affecting natural/cultural resources and/or animal health on public lands.

The WD is asking for your continued help by completing the attached questionnaire and returning it to Jason Spence, Assistant Field Manager for Range at the above address. Also in addition to the questionnaire, please coordinate with your respective Rangeland Management Specialist (RMS) on the livestock management actions you have taken or plan to take in regards to drought.

Although most livestock operations have been able to operate with minimal disruption to date, drought effects are becoming more evident requiring the need for action. For the lower elevations within the WD, forage is limited due to diminished or no vegetative growth and water

sources are diminished or dry. When forage and water sources are not adequate to accommodate all uses; utilization is shifted and congregated at other sources which exacerbate drought effects. Grazing has been occurring this year on 2011 residual vegetation, but once grazed no vegetation will/would remain for future permitted/authorized grazing. With this in mind, you need to consider and plan that livestock turnout in the fall/winter of 2012 or spring of 2013 may have to be adjusted and/or no grazing at all.

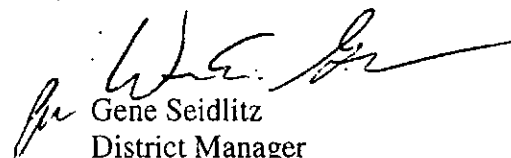
The WD has developed and we are implementing a comprehensive 2012 Drought Compliance/Monitoring Schedule. As livestock permittees, your working knowledge of the grazing allotments and past, recent and projected environmental conditions are important for sustainability of natural resources both in normal, above normal and below normal precipitation years. We as the WD cannot accomplish the Compliance/Monitoring Schedule alone; we need all eyes and all ears.

When drought related issues/concerns are identified, an interdisciplinary team will be established to coordinate with the affected permittee(s) and develop a plan of action. Field going employees will conduct site visits to specific areas within allotments/watersheds/herd management areas as identified in the schedule. For each site visit/stop, resource conditions will be documented along with photos. If compliance indicates that triggers (utilization levels, bank trampling, stubble height, etc.) are not being met, follow-up visits, subsequent monitoring and corrective actions will occur. If drought response actions are recommended, coordination with permittees, local, state, and federal government agencies and Tribes would be conducted.

Voluntary actions to modify grazing management are the preferred method. However, the WD will take appropriate action to properly manage public land resources and the environment. Such actions could include modification of season of use, reduction in numbers, water hauling to existing projects, temporary water hauling, removal from a pasture or use area, or removal from the entire allotment. I strongly encourage you to contact your assigned RMS to discuss your specific situation in order to identify any changes that will help mitigate the effects of drought.

If you have any questions regarding these matters please contact Jason Spence, Assistant Field Manager for Range at (775) 623-1575; Michael Truden, Humboldt River Field Office Manager at (775) 623-1548; or Gerald Dixon, Black Rock Field Office Manager at (775) 623-1578.

Sincerely,



Gene Seidlitz
District Manager
Winnemucca District

Enclosure

cc: State Director, Nevada (NV930)
Nevada State Range Program Lead
District Manager, Battle Mountain
District Manager, Elko
District Manager, Carson City
District Manager, Ely
Nevada Division of Wildlife
USDA Forest Service
USDA Farm Service Agency
United States Fish and Wildlife Service
Pershing County Commissioners
Humboldt County Commissioners
Battle Mountain Band Tribal Council
Fallon Paiute and Shoshone Tribe
Fort Bidwell Indian Community Council
Fort McDermitt Paiute and Shoshone Tribe
Lovelock Paiute Tribe
Pyramid Lake Paiute Tribe
Reno-Sparks Indian Colony
Summit Lake Paiute Tribe
Susanville Indian Rancheria
Winnemucca Indian Colony
Interested Publics

Winnemucca District - Permittee Drought Questionnaire

Date/Time

Allotment

HMA

Permittee

1) Have you observed seeps/springs/creeks flowing less or drying up earlier than normal? Which ones and can it sustain livestock, wild horses/burros and/or wildlife through the rest of your 2012 authorization and/or spring 2013 turnout?

2) How do the riparian areas look? Are you seeing livestock, wild horses/burros and/or wildlife more frequently and/or in larger numbers? What is the riparian vegetation height (a soda can, more than a soda can or less than a soda can)?

3) Is the available vegetation this year's or last year's growth (estimate in inches, also please include answers for low, mid and high elevations)?

4) Is the available forage perennial grass or cheatgrass? Do you think there is enough forage to sustain livestock, wild horses/burros and/or wildlife through the rest of your 2012 authorization and/or spring 2013 turnout?

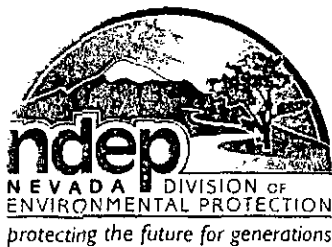
5) How much bare ground do you see? Is the bare ground less than the vegetation, equal to the vegetation, or greater than the vegetation? Please include answers for low, mid and high elevations.

6) What actions have you taken, are planning to take, or would like to take in response to drought?

7) Do you have any issues or concerns you feel is important or other information you would like to share?

Name and Title of Person
Documenting Conversation

Signature and Date



STATE OF NEVADA
Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION

Correspondence #3
8/9/2012

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Colleen Cripps, Ph.D., Administrator

July 31, 2012

Loren Hunewill
Vice President
H.E. Hunewill Construction Co., Inc.
1410 W. Railroad St.
Winnemucca, Nevada 89445

RE: **Stop Order No. 2013-01, H.E. Hunewill Construction Co., Inc.**
Class II General Air Quality Operating Permit AP1442-0090.02 COLA #2315 (FIN A0037)

Dear Mr. Hunewill:

The Nevada Division of Environmental Protection, Bureau of Air Pollution Control (NDEP-BAPC) has conducted visible emission observations on H.E. Hunewill Construction Co., Inc.'s (Hunewill) asphalt plant located approximately 7 miles south of Battle Mountain on SR 305 on July 27, 2012 and July 31, 2012. During both visible emission observations, the NDEP-BAPC documented emissions in excess of the limitations set forth in Class II General Air Quality Operating Permit AP1442-0090.02 COLA #2315.

Failing to comply with emissions limits set forth in a valid air quality operating permit is a violation of **Nevada Administrative Code (NAC) 445B.275 Violations: Acts constituting; notice.** NAC 445B.275 states, in part, that "1. Failure to comply with any requirement of NAC 445B.001 to 445B.3497, inclusive, any applicable requirement or any condition of an operating permit constitutes a violation. As required by **NRS 445B.450**, the director shall issue a written notice of an alleged violation to any owner or operator for any violation, including, but not limited to:

- (c) Failure to construct or operate a stationary source in accordance with any condition of an operating permit.

Written Stop Order No. 2013-01 confirms that Hunewill is ordered to cease operations of all regulated emission units associated with the asphalt plant located at the site of COLA #2315, in accordance with **NAC 445B.277 Stop orders.** NAC 445B.277 states, in part, that: "2. A stop order may be issued at any time by the Director upon his determination that there has been a violation of any of the provisions of NAC 445B.001 to 445B.3689, inclusive, any applicable requirement or any condition of the operating permit."

Please contact me as soon as possible in order to set up a meeting to discuss potential corrective action associated with the issuance of Stop Order 2013-01. Stop Order 2013-01 will remain in effect until Hunewill meets with the NDEP-BAPC and corrective action is agreed upon.

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COUNTY COMMISSION

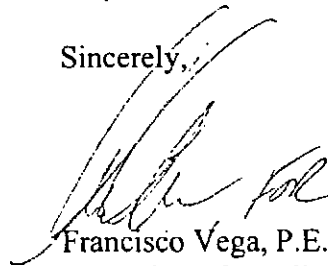
H.E. Hunewill
July 31, 2012
Page 2

If you believe this action is not warranted or there are extenuating circumstances, an appeal may be requested pursuant to **NRS 445B.360** and to the State Environmental Commission's (SEC's) administrative rules. A copy of SEC appeal form #3 is enclosed. Appeals must be received within 10 days of receipt of this notice, pursuant to NRS 445B.340. These appeals are processed through John Walker, the Executive Secretary for the SEC, at 901 South Stewart Street, Suite 4001, Carson City, Nevada, 89701-5249, or by fax at 775-687-5856. Mr. Walker's phone number is 775-687-9308. Please provide me with a copy of any correspondence your company may have with the SEC.

Please be advised that you must comply with the terms of Stop Order 2012-03 until the order is revoked by NDEP or, if the order is appealed, until the SEC rules that the order should be revoked. Failure to comply with the terms of the order is a violation punishable by a penalty of up to \$10,000 per day of violation, as described in **NAC 445B.281 Violations: Classifications; administrative fines.**

If you have any questions regarding this matter, please contact me at 775-687-9343.

Sincerely,



Francisco Vega, P.E.

Supervisor, Compliance and Enforcement Branch
Bureau of Air Pollution Control

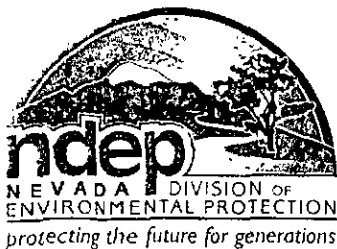
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Enclosures: 1. Stop Order No. 2013-01
2. SEC Appeal Form #3

cc (w/enc. 1): John Walker, SEC
✓ Lander County Board of Supervisors
Francisco Vega, NDEP
FIN A0037 (Certified Copy)

E-Copy: Colleen Cripps, NDEP
Michael Elges, NDEP
Larry Kennedy, NDEP
Jeff Denison, NDEP

Certified Mail No.: 9171 9690 0935 0011 8624 03



STATE OF NEVADA

Department of Conservation & Natural Resources

DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor

Leo M. Drozdoff, P.E., Director

Colleen Cripps, Ph.D., Administrator

IN THE MATTER OF:)

H.E. HUNEWILL CONSTRUCTION CO., INC)

STOP ORDER NO. 2013-01

Company served: H.E. Hunewill Construction Co., Inc.
Loren Hunewill, Vice President

Address: 1410 W. Railroad St.
Winnemucca, Nevada 89445

Effective Date: July 31, 2012

Under the authority of the Nevada Administrative Code 445B.001 through 445B.395 inclusive, the

 Construction Alteration X Operation Installation

of the following sources of air contaminant is prohibited:

All regulated emission units associated with the asphalt plant located at the site of COLA #2315.

You are hereby ordered to STOP the following activities:

Operation of the asphalt plant located south of Battle Mountain at the site of COLA #2315.

The following act or practices constitute the stop order:

Nevada Administrative Code (NAC) 445B.277 Stop orders states, in part, that: "2. A stop order may be issued at any time by the Director upon his determination that there has been a violation of any of the provisions of NAC 445B.001 to 445B.3791, inclusive, any applicable requirement or any condition of the operating permit." An inspection conducted on July 27, 2012 and re-inspection on July 31, 2012 indicate that Hunewill is unable to operate its hot mix asphalt plant in compliance with the emission limits set forth in Class II General Air Quality Operating Permit AP1442-0090.02 and COLA #2315. The inspections indicate that the asphalt plant was exceeding its opacity limit by a factor of three to four. Failing to comply with emissions limits set forth in an air quality operating permit is a violation pursuant to NAC 445B.275.1(c).

Issued by:

Colleen Cripps, Ph.D.
Administrator

Nevada Division of Environmental Protection

Certified Mail No.: 9171 9690 0935 0011 8624 03

