

LANDER COUNTY COMMISSION MEETING
October 25, 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 regarding 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
October 25, 2012

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of Resolution No. 2012-22, a resolution directing apportionment of net proceeds received on October 12, 2012 and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-22, a resolution directing apportionment of net proceeds received on October 12, 2012, is presented for Commission consideration.

The Lander County Treasurer received a distribution of Net Proceeds of Minerals taxes on October 12, 2012 in the total amount of \$1,649,068.45. 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 as well as allocate the Lander County amount.

The Lander County appropriation of the October 12, 2012 Net Proceeds of Minerals Tax distribution is \$839,540.50. The provisions of Resolution No. 2012-22 appropriate \$839,540.50 to Lander County CCP Fund 055 for the funding of infrastructure projects.

Recommended Action:

It is recommended that the Commission approve and adopt Resolution No. 2012-22, a Resolution directing apportionment of the Net Proceeds of Minerals taxes received on October 12, 2012, in the total amount of \$1,649,068.45, and allocating the Lander County portion, in the amount of \$839,540.50, to CCP Fund 055 for the funding of infrastructure projects.

DOC # 0265254

10/25/2012

04:08 PM

Official Record

Recording requested By
LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 3

RPTT: Recorded By: TO

Book- 638 Page-0263



0265254

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

**RESOLUTION 2012-22 DIRECTING APPORTIONMENT OF NET PROCEEDS
RECEIVED IN THE MONTH OF OCTOBER 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. 2012-22****Of the Board of Lander County Commissioners****A RESOLUTION DIRECTING APPORTIONMENT OF NET PROCEEDS
RECEIVED IN THE MONTH OF OCTOBER 2012**

WHEREAS, on October 12, 2012, the Lander County Treasurer received \$1,649,068.45 in Net Proceeds: 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%	\$ 49,472.05	001-000-38045
Assessor Tech Fees 2%	\$ 32,981.37	300-000-32223
China Springs	\$ 466.00	001-000-38040
State Medical Indigency	\$ 33,911.00	004-000-38040
State Indigent (NACO)	\$ 7,766.00	004-000-38041
Capital Acquisition	\$ 15,532.00	031-000-38040
Landfill	\$ 49,236.00	011-000-38040
Hospital	\$ 251,282.06	060-000-38040
School District	\$ 368,881.47	070-000-38040
TOTAL	\$ 809,527.95	

DISCRETIONARY:	AMOUNTS:	FUNDS:
CCP	\$ 839,540.50	055-000-38040

TOTAL **\$ 1,649,068.45**

WHEREAS, the Lander County Board of Commissioners desires to use Discretionary Net Proceeds to fund infrastructure projects Fund (055)

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 25TH day of October 2012.



0265254

Book: 638
Page: 26510/25/2012
Page: 3 of 3**THOSE VOTING AYE:**Commissioner BullockCommissioner shenmetzCommissioner MasonCommissioner Williams

Commissioner _____

THOSE VOTING NAY:

Commissioner _____

THOSE ABSENT:Commissioner GarnerDean Bullock**DEAN BULLOCK, Chair****Lander County Board of Commissioners****ATTEST:**Sadie Sullivan**SADIE SULLIVAN****Lander County Clerk**

LANDER COUNTY COMMISSION MEETING
October 25, 2012

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding write-off of uncollectible Lander County Ambulance billings and other matters properly related thereto.

Public comment.

Background:

Two (2) uncollectible Lander County Ambulance billings are presented to the Commission for possible approval to write-off.

Lander County Finance Director Rogene Hill will present the uncollectible ambulance billing to the Commission. The billings, for Ambulance Run #2012031, in the amount of \$46.00, date of service April 17, 2012, and Ambulance Run #2012083, in the amount of \$100.00, date of service June 30, 2012 have been deemed uncollectible and are proposed for write-off. **The total amount proposed for write-off is \$146.00.**

Individual patient names or other key identifiers cannot be discussed to prevent possible violations of HIPPA provisions.

Recommended Action:

It is recommended that the Commission approve the write-off of the ambulance billings for Ambulance Run #2012031 and Ambulance Run #2012083, in the total amount of **\$146.00.**

Rogene Hill
Lander County Finance Director



Memorandum

To: Lander County Commissioners

Date: October 25, 2012

Re: **Ambulance Write-Off's**

There are 2 uncollectable ambulance bills that need to be written off – under \$150 and unable to collect.

1. **Run #2012031** – DOS 4/17/2012 – \$46.00
2. **Run #2012083** – DOS 06/30/2012 - \$100.00

Total amount to be written off is \$146.00.

LANDER COUNTY COMMISSION MEETING
October 25, 2012

AGENDA ITEM NO. 4

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:

Lander County Road and Bridge South Foreman Bartolo Ramos will give an update to the Commission on Road and Bridge South Projects.

Recommended Action:

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

LANDER COUNTY COMMISSION MEETING
October 25, 2012

AGENDA ITEM NO. 5

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:

Lander County Road and Bridge North Foreman Donald Negro will give 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
October 25, 2012

AGENDA ITEM NO. 6

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:

Lander County Public Works Foreman Jacob Edgar will give 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

October 25, 2012

AGENDA ITEM NO. 7

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and update on the status of the Battle Mountain Water System Well #9 project and other matters properly related thereto.

Public comment.

Background:

Lander County Road and Bridge Foreman Jacob Edgar will give an update to the Commission on the status of the Battle Mountain Water System Well #9 Project.

Recommended Action:

Public Works Foreman Edgar will give any recommendations for action by the Commission on this item.

LANDER COUNTY COMMISSION MEETING
October 25, 2012

AGENDA ITEM NO. 8

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of agreement between Lander County and H.E. Hunewill Construction, Inc., in an amount not to exceed \$665,144.00, for the Battle Mountain Water and Sewer Department Fifth Street Alleys Water and Sewer Replacement, Sports Complex Waterline and Parking Lot Project and other matters properly related thereto.

Public comment.

Background:

The Agreement between Lander County and H.E. Hunewill Construction, Inc., in an amount not to exceed \$665,144.00, for the Battle Mountain Water and Sewer Department Fifth Street Alleys Water and Sewer Replacement, Sports Complex Waterline and Parking Lot Project is presented for Commission consideration.

This Agreement is the contract for completion of construction of the project per the bid awarded for the Battle Mountain Water and Sewer Department Fifth Street Alleys Water and Sewer Replacement, Sports Complex Waterline and Parking Lot Project during the regular Commission meeting of September 27, 2012, (Agenda Item #5).

Recommended Action:

It is recommended that the Commission approve the Agreement between Lander County and H.E. Hunewill Construction, Inc., in an amount not to exceed \$665,144.00, for the Battle Mountain Water and Sewer Department Fifth Street Alleys Water and Sewer Replacement, Sports Complex Waterline and Parking Lot Project.

Ag. 8



1115 North Third Street
P.O. Box 1000
Battle Mountain, NV 89810

**Fifth Street Alleys
Water and Sewer Replacement and
Sports Complex Water Line and
Parking Lot**

**Battle Mountain Water and Sewer
Lander County, Nevada**

**Bidding, Contract Documents
And Specifications**


PWP # LA-2012-391

August, 2012



SHAW
ENGINEERING

OWNER

DOC # 0265327
11/13/2012 09:42 AM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 7
RPTT: Recorded By: BB
Book- 638 Page- 0518

0265327

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT BETWEEN LANDER COUNTY & H.E. HUNEWILL FOR THE BATTLE
MOUNTAIN WATER & SEWER FIFTH STREET ALLEY WATER & SEWER
REPLACEMENT & SPORTS COMPLEX WATERLINE & PARKING LOT

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

Lander County

(Owner)

and H.E. Hunewill Construction, Inc.

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, 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 Water and Sewer Department
Fifth Street Alleys Water and Sewer Replacement
Sports Complex Waterline and Parking Lot**

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by **Shaw Engineering, 20 Vine Street, Reno, Nevada 89503**, 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 completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The **CONTRACTOR** shall be substantially completed within **198 Days**, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **14 Days** after the Date of Substantial Completion. All work at the Sports Complex shall be completed before November 13, 2012.

4.03 Liquidated Damages

A. 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 **\$1,000.00** 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 **\$1,000.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is



ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C. All specific cash allowances are included in the prices and have been computed in accordance with Paragraph 11.02 of the General Conditions.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment 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 as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 90 percent of Work completed (with the balance being retainage); and
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment

A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

**ARTICLE 7 - INTEREST**

7.01 The Contractor acknowledges that this Contract does not permit Retainage to be placed in escrow nor to be invested for the benefit of the Contractor.

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 and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes 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 Contractor, 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. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions – None

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.



0265327

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This Agreement will be effective October 25, 2012 (which is the Effective Date of the Agreement).



OWNER:
Lander County

By: Dean Bullock

Title: Chairman

[CORPORATE SEAL]

Attest: Sadie Sullivan

Title: County Clerk

Designated Representatives:

Name:

Title:

Address for giving notices:

Phone: _____ FAX: _____

(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.)

CONTRACTOR:
H.E. Hunewill Construction, Inc.

By: Loren Hunewill

Title: President

[CORPORATE SEAL]

Attest: Scott E. Hunt

Title: Engineer

Designated Representatives:

Name

Title:

Address for giving notices:

1410 W. Railroad

Winemucca, Nv. 89445

Phone: 775-623-2888 FAX: 775-623-2992

License
No.:

9078A

(Where applicable)

This Agreement will be effective _____, 2011 (which is the Effective Date of the Agreement).

OWNER:

Lander County

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Designated Representatives:

Name: _____

Title: _____

Address for giving notices:

Phone: _____ FAX: _____

(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.)

CONTRACTOR:

H.E. Hunewill Construction, Inc.

By: San H

Title: President

[CORPORATE SEAL]

Attest: San H

Title: Engineer

Designated Representatives:

Name: Loren Hunewill

Title: President

Address for giving notices:

1410 W. Railroad

Winnemucca, Nevada 89445

Phone: 775-623-2888 FAX: 775-623-2992

License No.: 9078A

(Where applicable)

Advertisement for Bids

**Lander County
Battle Mountain Water and Sewer Department
Fifth Street Alleys Water and Sewer Replacement
Sports Complex Waterline and Parking Lot
Battle Mountain, NV
PWP # LA-2012-391**

Separate sealed Bids for the construction of the **Fifth Street Alleys Water and Sewer Replacement and Sports Complex Waterline and Parking Lot Improvement Project** will be received by Lander County, the Owner, at the office of the Lander County Clerk located at 315 Humboldt St, Battle Mountain, NV 89820 until **11:00 a.m.**, local time, on **Wednesday September 19, 2012**, and then at said office publicly opened and read aloud.

The Work of this Contract includes the installation of approximately 3,875 LF of 8-inch waterline including meter pits and service laterals; and 2,700 LF of 10-inch gravity sewer, manholes and service laterals, pavement repair, new pavement parking lot and other related work.

The Contract Documents may be examined at the following locations:

Battle Mountain Water and Sewer
550 W Second St
Battle Mountain, NV 89820
(775) 635-2728

Shaw Engineering, Ltd.
20 Vine Street
Reno, Nevada 89503
(775) 329-5559

Bidding information can be found on the Projects page at **www.shawengineering.com**.

Copies of the Contract Documents may be obtained at the office of the Engineer located at Shaw Engineering, Ltd., 20 Vine Street, Reno, Nevada 89503 (775-329-5559) upon payment (nonrefundable) of \$65.00 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.

Questions concerning the Contract Documents should be directed to the Engineer. A non-mandatory pre bid conference will be held at on **Tuesday September 11, 2012 @ 10:00 a.m.** at the offices of Battle Mountain Water and Sewer located at 550 West 2nd Street, Battle Mountain, NV 89820.

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.

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.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither **OWNER** nor **ENGINEER** assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 **OWNER** and **ENGINEER**, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - Qualifications of Bidders

- 3.01 Bidder's must be qualified to do the work and shall be properly licensed by the State of Nevada.

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 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and Drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that **ENGINEER** has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by 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 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions, appear in 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.

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

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other Work that is to be performed at the Site by **OWNER** or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding

Documents. On request **OWNER** will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

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

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

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any

specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given **ENGINEER** written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in 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 **non-mandatory pre bid conference** will be held at the place and time indicated in the Advertisement for Bids beginning at the offices of the **OWNER** at the address identified in the Advertisement or Invitation for Bids. Representatives of the **OWNER** and **ENGINEER** will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. **ENGINEER** will transmit to all prospective Bidders of record such Addenda as **ENGINEER** considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – Site and Other Areas

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

ARTICLE 7 - Interpretations and Addenda

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to **ENGINEER** in writing. Interpretations or clarifications considered necessary by **ENGINEER** in response to such questions will be issued by Addenda. 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**.
- 7.03 Addenda will be posted at the Issuing Office website located at <http://www.shawengineering.com/> by going to “**Construction Opportunities**” link, then to then to “**Projects Currently Bidding**”.
- 7.04 It is the Bidders sole responsibility to visit the website and ensure that any Addenda issued are received by the Bidder and are complete. Any questions shall be directed to the Issuing Office.

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. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the **ENGINEER** at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by **ENGINEER** as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by **ENGINEER** at least 15 days prior to the date for receipt of Bids. Each such request shall 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 made available 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, Supplier, individual or entity 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 and shall also list the portion of the Work which will be done by such Subcontractor. If **OWNER** and **ENGINEER**, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, **OWNER** may, before the Notice of Award is given, request apparent successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent successful Bidder declines to make any such substitution, **OWNER** may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals or entities, declining to make a requested substitution will not constitute

grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual or entity so listed and against which **OWNER** and **ENGINEER** makes no written objection prior to giving the Notice of Award will be deemed acceptable to the **OWNER** and **ENGINEER** subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

- 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 % of the total cost of the Project to any individual subcontractor(s) without written approval of the **OWNER**.

ARTICLE 13 – Preparation of Bid

- 13.01** The Bid Forms and Supplements are included with the Bidding Documents. Additional copies may be obtained from the **ENGINEER**.
- 13.02** All blanks on the Bid Forms and Supplements shall be completed by printing in ink or by typewriter and the Bid signed. Erasures or alterations shall be initialed in ink by the person signing the Bid Forms. 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 business address and State of incorporation shall be provided on the Bid Forms.
- 13.04** A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Forms.
- 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 shall be provided on the Bid Forms.
- 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 shall be provided on the Bid Forms.
- 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 The Bid Schedule contains both unit price items and lump sum items. The Total Bid Price shall be the sum of all items of Work listed in the Bid Schedule including unit price bid items and lump sum bid items. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Lump Sum Bid Items

Bidders shall submit a Bid on a lump sum basis for each lump sum item of Work shown in the Bid Schedule.

14.03 Unit Price Bid Items

- A. Bidders shall submit a Bid on a unit price basis for each unit priced item of Work in the Bid Schedule.
- B. The estimated price will be determined as the product of the estimated quantity of each item and the unit price for the item. The final quantities and Contract price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices.

14.04 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.

ARTICLE 15 – Submittal of Bid

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid 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". When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. Bids delivered via facsimile will not be accepted and will be returned to the Bidder. A mailed Bid shall be addressed to the **OWNER** at the address listed in Article 1.01 of the Bid Form. 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 or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's error in judgment in preparing the Bid.

ARTICLE 17 - Opening of Bids

- 17.01** Bids will be opened at the time and place indicated in the 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 – Evaluation of Bids and Award of Contract

- 19.01** **OWNER** reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. **OWNER** further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. **OWNER** also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02** More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03** In evaluating Bids, **OWNER** will consider whether or not the Bids comply with the prescribed requirements and such alternates, unit prices, and other data as may be requested in the Bid 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 responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions for Bidders, is the lowest, price and other factors considered.
- 19.07** The low price 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.

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.

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 Worker's Compensation Insurance - **CONTRACTOR** shall purchase and maintain for the period of the Contract full Worker's Compensation Insurance coverage in accordance with the laws of the State of Nevada for all persons whom it employs or may employ in performing or furnishing any of the Work under the Contract. This insurance shall be in strict accordance with the requirements of the most current and applicable Nevada State Industrial Insurance laws, including any amended laws taking affect during the term of the Contract. Before beginning Work under the Contract, **CONTRACTOR** shall furnish **OWNER** a certificate of compliance with the Nevada State Industrial Insurance Act as required by NRS Chapter 616.
- 23.04 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).
- 23.05 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 (SPWR) shall be paid on this Project. Information on obtaining current SPWRs is included in the Contract Documents. The Bidder shall be solely responsible for

obtaining any and all modifications and/or Addenda issued on the Prevailing Wage Rates prior to the scheduled Bid opening date.

END OF SECTION

00300
Information Available to Bidders

Table of Contents

Item

State Prevailing Wage Information

State Prevailing Wage Rates

for

Public Works

Note: The **CONTRACTOR** shall be solely responsible for obtaining the latest State Prevailing Wage Rates for Public Works projects. The following information may be helpful:

go to: www.laborcommissioner.com

or

Contact: State of Nevada
Labor Commission
Carson City, Nevada
(775) 687-4850

00410 Bid Form

Contract Identification:

Lander County, Nevada
Battle Mountain Water and Sewer
Fifth Street Alleys Water and Sewer Replacement;
Sports Complex Waterline and Parking Lot
PWP #: LA-2012-391

ARTICLE 1 - Bid Recipient

1.01 This Bid is submitted to:

Lander County Water and Sewer Department
315 South Humboldt Street
Battle Mountain, NV 89820

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

ARTICLE 2 – Bidder’s Acknowledgments

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 the **OWNER**.

ARTICLE 3 – Bidder’s Representations

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.

1

Addendum Date

9-12-12

- 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 SC 4.02, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which have been identified in the Supplementary Conditions SC 4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by 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 will submit written evidence of its authority to do business in the State where the Project is located not later than the date of the execution of the Agreement.

ARTICLE 4 – Further Representations

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over **OWNER.**

ARTICLE 5 – Basis of Bid

- 5.01 The Bidder shall complete the Bid Schedule.
- 5.02 See Section 01110 Summary of Work for additional information regarding description of the work in the bid schedule.
- 5.03 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Schedule
Battle Mountain Water and Sewer
Fifth Street Alleys Water and Sewer Replacement Project
Sports Complex Waterline and Parking Improvements

Item #	Description	Est. Qty.	Unit Price	Total Estimated Amount
5th Street Alleys Water and Sewer Replacement				
1.	<u>Mobilization:</u> The work includes providing all labor, materials, equipment, services and other incidentals necessary for mobilization, demobilization, obtaining all required insurance, bonds, permits and permit fees; BMPs and any other items of work not specifically described in any other bid item below as set forth in the plans and specifications.	Lump Sum	N/A	\$10,000. ⁰⁰
2.	<u>Traffic Control:</u> This item of work includes providing all labor, materials, equipment, services and other incidentals necessary to provide traffic control in accordance with the plans and specifications.	Lump Sum	N/A	\$750. ⁰⁰
3.	<u>Temporary Water System:</u> This item of work includes providing all labor, materials, equipment, services and other incidentals necessary to provide at temporary water system for service during replacement of water main.	Lump Sum	N/A	\$100. ⁰⁰
4.	<u>8-inch Gate Valve:</u> This item of work includes providing all labor, materials, equipment, services and other incidentals necessary to install 8-inch gate valves.	2 EA	\$1881. ⁰⁰ /EA	\$3762. ⁰⁰
5.	<u>Install 8-inch Waterline:</u> The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of 8-inch PC 350 DIP or C900 class 150 PVC pipe. The work shall include pavement and/or concrete removal, trenching, bedding, fittings, connection assemblies, appurtenances, thrust blocks, backfill and testing and disinfection as required for complete installation; ready for service.	2,990 LF	\$40. ⁰⁰ /LF	\$119,600. ⁰⁰

6.	<u>Install 10-inch Waterline:</u> The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of 10-inch PC 350 DIP or C900 class 150 PVC pipe. The work shall include pavement and/or concrete removal, trenching, bedding, fittings, connection assemblies, appurtenances, thrust blocks, backfill and testing and disinfection as required for complete installation; ready for service.	25 LF	\$ <u>144.00</u> /LF	\$ <u>3600.00</u>
7.	<u>Install 1" PE Water Service Lateral:</u> The work includes providing all labor, materials, equipment, services and incidentals necessary to install a 1-inch PE service lateral from the new main to new meter box. Work shall include locating, pavement and/or concrete removal, trenching, bedding, fittings, connections, appurtenances, backfill, yard repair as required for complete installation; ready for service.	54 EA	\$ <u>488.00</u> /EA	\$ <u>26,352.00</u>
8.	<u>Install Single Water Meter Box Assembly:</u> The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of a single water meter box assembly including meter box and lid, water meter, adaptors, setter, fittings, appurtenances, connections; excavation and backfill as required for complete installation; ready for service.	48 EA	\$ <u>1478.00</u> /EA	\$ <u>70,944.00</u>
9.	<u>Install Double Water Meter Box Assembly:</u> The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of a double water meter box assembly including meter box and lid, water meters and adaptors, setter, fittings, appurtenances, connections; excavation and backfill as required for complete installation; ready for service.	6 EA	\$ <u>3240.00</u> /EA	\$ <u>19,440.00</u>

10.	<u>Install 1" PE Residential Water Service Lateral & Meter Box:</u> The work includes providing all labor, materials, equipment, services and incidentals necessary to install a 1-1/2 inch PE CTS service lateral from the existing 8" main to a new meter box assembly including 21" diameter meter box & lid, 1" water meter, valves, adaptors, setter, and appurtenances. Coordinate locations of 1" residential service lateral and meter assembly with the owner in the field. Work shall include locating, pavement and/or concrete removal, trenching, bedding, fittings, connections, appurtenances, backfill, yard repair as required for complete installation; ready for service.	2 EA	\$1888. ⁰⁰ /EA	\$3776. ⁰⁰
11.	<u>Install 2" PE Commercial Water Service Lateral & Meter Box:</u> The work includes providing all labor, materials, equipment, services and incidentals necessary to install a 2-inch PE CTS service lateral from the new main to a new meter box assembly including 24" diameter meter box & lid, 2" water meter, valves, adaptors, setter, and appurtenances. Work shall include locating, pavement and/or concrete removal, trenching, bedding, fittings, connections, appurtenances, backfill, yard repair as required for complete installation; ready for service.	1 EA	\$6684. ⁰⁰ /EA	\$6684. ⁰⁰
12.	<u>Reconnect (E) Fire Hydrant:</u> The work includes providing all labor, materials, equipment, services and incidentals necessary to re-connect an existing fire hydrant including main line tee, gate valve, pipe, fittings, thrust blocks; trenching, bedding and backfill; complete and ready for operation.	4 EA	\$2280. ⁰⁰ /EA	\$9,120. ⁰⁰
13.	<u>Demolish and Remove (E) Manhole:</u> The work includes providing all labor, materials, equipment and services necessary to completely demolish and remove existing manhole; including backfill and compaction of excavation to match existing grade.	8 EA	\$325. ⁰⁰ /EA	\$2600. ⁰⁰
14.	<u>48-inch Diameter Manhole:</u> Furnish all labor, equipment, materials, and services to install 48-inch diameter pre-cast reinforced concrete sanitary sewer manholes including testing, connections to sewer pipe, excavation, shoring, dewatering, backfill, appurtenances and accessories, complete, in place and ready for service as shown on the Drawings.	10 EA	\$2560. ⁰⁰ /EA	\$25,600. ⁰⁰

15.	12-inch Sanitary Sewer Pipe: Furnish all labor, equipment, materials, and services for the installation of 12-inch diameter PVC SDR 35 sewer pipe including saw cutting, trenching, excavation, shoring, dewatering, temporary bypass pumping, bedding and backfill, connections, and appurtenances complete and in place ready for service.	470 LF	\$ <u>22.80</u> /LF	\$ <u>10,716.00</u>
16.	10-inch Sanitary Sewer Pipe: Furnish all labor, equipment, materials, and services for the installation of 10-inch diameter PVC SDR 35 sewer pipe including saw cutting, trenching, excavation, shoring, dewatering, temporary bypass pumping, bedding and backfill, connections, and appurtenances complete and in place ready for service.	2,550 LF	\$ <u>37.50</u> /LF	\$ <u>95,625.00</u>
17.	8-inch Sanitary Sewer pipe: Furnish all labor, equipment, materials, and services for the installing of 8-inch diameter PVC SDR 35 sewer pipe included in saw cutting, trenching, excavation, shoring, dewatering, temporary bypass plumbing, bedding and backfill, connections, and appurtenances complete and in place ready for service.	50 LF	\$ <u>36.50</u> /LF	\$ <u>1,825.00</u>
18.	Sanitary Sewer Lateral: Furnish all labor, equipment, materials, and services for installing new 4-inch diameter sanitary sewer laterals including PVC pipe, saddles, couplings, connection to existing laterals; locating, trenching, excavation, shoring, dewatering, bedding and backfill, connections, and appurtenances complete and in place ready for service.	50 EA	\$ <u>400.00</u> /EA	\$ <u>20,000.00</u>
19.	Concrete Repair: The work includes providing all labor, materials, equipment, and services necessary to repair existing concrete sidewalks, curbs, and gutters; driveways and other concrete surfaces; includes concrete, aggregate base, form work and incidentals.	220 SF	\$ <u>8.00</u> /SF	\$ <u>1,760.00</u>
20.	Asphalt Pavement Repair: Provide all labor, equipment, materials, services and incidentals as required permanent asphalt repair and replacement as shown on the plans, including aggregate; temporary patching and all related appurtenances and incidental work complete and in place.	Lump Sum	NA	\$ <u>30,000.00</u>
21.	Force Account: Work as Authorized by the Owner and/or Engineer.	NA	NA	\$50,000

Sports Complex Waterline and Parking Improvements

22.	6-inch Connection Assembly: The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of 6-inch tee and valve assembly onto the existing waterline as shown on the plans. The work shall include locating the existing line, trenching, bedding, fittings, connection assemblies, appurtenances, thrust blocks, backfill and testing and disinfection as required for complete installation; ready for service.	Lump Sum	N/A	<u>\$2,500.00</u>
23.	8-inch Valve Assembly: The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of 8-inch tee and valve assembly as shown on the plans. The work shall include trenching, bedding, fittings, connection assemblies, appurtenances, thrust blocks, backfill and testing and disinfection as required for complete installation; ready for service.	Lump Sum	N/A	<u>\$2,000.00</u>
24.	Install 8-inch Waterline: The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of 8-inch PC 350 DIP or C900 class 150 PVC pipe. The work shall include locating the existing pipe stub, trenching, bedding, fittings, connection assemblies, appurtenances, thrust blocks, backfill and testing and disinfection as required for complete installation; ready for service.	955 LF	<u>\$20.00</u> /LF	<u>\$19,100.00</u>
25.	48-inch Diameter Manhole: Furnish all labor, equipment, materials, and services to install 48-inch diameter pre-cast reinforced concrete sanitary sewer manhole including testing, connections to sewer pipe, excavation, shoring, dewatering, backfill, appurtenances and accessories, complete, in place and ready for service as shown on the Drawings.	1 EA	<u>\$2500.00</u> /EA	<u>\$2500.00</u>
26.	8-inch Diameter Sanitary Sewer Clean-Out: Furnish all labor, equipment, materials, and services to install 8-inch diameter sanitary sewer clean-out including connections to sewer pipe, excavation, shoring, dewatering, backfill, appurtenances and accessories, complete, in place and ready for service.	1 EA	<u>\$350.00</u> /EA	<u>\$350.00</u>

27.	8-inch Sanitary Sewer pipe: <i>Furnish all labor, equipment, materials, and services for the installing of 8-inch diameter PVC SDR 35 sewer pipe included in saw cutting, trenching, excavation, shoring, dewatering, temporary bypass plumbing, bedding and backfill, connections, and appurtenances complete and in place ready for service.</i>	540 LF	<u>\$36.00</u> /LF	<u>\$19,440.00</u>
28.	Asphalt Pavement Parking lot: Provide all labor, equipment, materials, services and incidentals as required to construct an asphalt pavement parking lot as shown on the plans, including site preparation, aggregate base, asphalt concrete; and all related and incidental work complete and in place.	53,500 SF	<u>\$2.00</u> /SF	<u>\$107,000.00</u>
TOTAL BID PRICE Items 1 thru 28			<u>\$665,144.00</u>	

A. Unit Prices have been computed in accordance with paragraph 11.03.A of the General Conditions.

9. ☐ 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 installed, determined as provided in the Contract Documents.

ARTICLE 6 – Time of Completion

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 14.07.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 liquidate damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – Attachments to This Bid

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

- A. Required Bid Security in the Form of a Bid Bond or Certified Check;
- B. Construction Contractors Qualification Statement for Engineered Construction
- C. List of Subcontractors
- D. Major Material Suppliers Information
- E. Affidavit of Preferential Bidder Status

ARTICLE 8 – Defined Terms

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.

ARTICLE 9 – Bid Submittal

9.01 This Bid submitted by:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: HE Hunewill Construction Co. Inc (SEAL)

State of Incorporation: Nevada

Type (General Business, Professional, Service, Limited Liability): General Business

By: [Signature]
(Signature –attach evidence of authority to sign)

Name (typed or printed): Loren Hunewill

Title: President (CORPORATE SEAL)

Attest: Rhonda R Orr
(Signature of Corporate Secretary)

Date of qualification to do business in the State of Nevada is
August 16, 1974 (month/date/year).

Joint Venture

First Joint Venture Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

(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 Contractors Board, if required, prior to submitting such Bid and shall attach the approval with the Bid.)

Bidders Business address: 1410 W. Railroad St. Winnemucca NV 89445

Business Phone No.: (775) 623-2888

Business Fax No.: (775) 623-2992

Business E-Mail Address: hnewillconst@sbcglobal.net

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.

Employers Tax ID No.: BB-0116645

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

9.02 Bid Submitted on September 19, 20 12

List of Subcontractors

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount (circle one)? Yes No

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract: _____

If "Yes", then 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, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work

Subcontractor's Name and Address

1. Daving

Qualcon Contractors Inc
1145 Esmeralda Ave
Minden, NV 89423

2. _____

3. Sewer

RBF Excavating
PO Box 939
Battle Mtn, NV 89820

4. _____

5. _____

6. _____

7. _____

8. For any work not specifically listed in items 1-7 above, the Bidder (Prime Contractor) shall list his name on the right.

HE Hunewill Construction Co. Inc
1410 W. Railroad St.
Winnemucca, NV 89445

2 Hour Subcontractor Notification

Pursuant to NRS 338.1411 (b) contractors submitting the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor. Bidders may complete this form and submit with the Bid, which will meet the 2 hour notification requirement.

Portion of Work	Subcontractor's Name and License #
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

Major Material Suppliers Information

The Bidder shall indicate opposite each item 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. Asphalt Oil	Idaho Asphalt
2. Pipe & Fittings	Western Nevada Supply
3. Manholes	Jensen Precast
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.

4

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

Lon H
Signature

President
Title

Subscribed and sworn to this 18th day of September, 2012.

Tracy G. Betz



AUG 9 2012



NEVADA STATE CONTRACTORS BOARD

5670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSOHN, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

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, 2012 AND EXPIRES ON AUGUST 31, 2013, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 8/8/2012

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.

BID BOND

PENAL SUM FORM

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

BIDDER (Name and Address): H. E. Hunewill Construction Co., Inc.
1410 West Railroad St.
Winnemucca, NV 89445

SURETY (Name and Address of Principal Place of Business): Travelers Casualty and Surety Company of America
11070 White Rock Rd.
Rancho Cordova, CA 95670

OWNER (Name and Address):
Lander County
315 South Humboldt St
Battle Mountain, NV 89820

BID

Bid Due Date: September 19, 2012

Project (Brief Description Including Location): Fifth Street Alleys Water and Sewer Replacement and Sports
Complex Waterline and Parking Lot Improvement Project

BOND

Bond Number: N/A

Date (Not later than Bid due date): August 30, 2012

Penal sum Five percent of attached bid
(Words)

5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this 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]
Signature and Title President

Attest: [Signature] /office
Signature and Title

SURETY

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

By: [Signature]
Signature and Title Lori Jones, Attorney-In-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title AGENT

Note: Above addresses are to be used for giving required notice.

PENAL SUM FORM

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. Payment of the penal sum is the extent of Surety's liability.
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 any performance and payment bonds required by the Bidding 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, 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 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 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 total time for 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. Notices 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 this Bond conflicts with 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.

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. 004897836

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 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 30th 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.

00500

Notice of Award, Agreement and Notice to Proceed

Table of Contents

<u>Item</u>	<u>Number</u>
Notice of Award	00510-1 thru 2
Agreement.....	00521-1 thru 6
Notice to Proceed.....	00550-1 thru 2

Notice of Award

Dated September 26, 2012

Project: Fifth Street Alleys Water And Sewer Replacement Sports Complex Waterline and Parking Lot	Owner: Lander County	Owner's Contract No.: None
Contract: Fifth Street Alleys Water And Sewer Replacement Sports Complex Waterline and Parking Lot		Engineer's Project No.: 12018
Bidder: Hunewill Construction Co., Inc.		
Bidder's Address: (send Certified Mail, Return Receipt Requested) 1410 W. Railroad , Winnemucca, NV 89445		

You are notified that your Bid dated September 19th, 2012 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the following:

The Contract Price of your Contract is Six hundred sixty five thousand, one hundred and forty four dollars (\$665,144.00).

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

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

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

1. Deliver to the Owner [2] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

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

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

Lander County

Owner

By: 

Authorized Signature

Lander County Engineer

Title

Copy to Engineer

Agreement

Lander County

(Owner)

and H.E. Hunewill Construction, Inc.

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, 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 Water and Sewer Department
Fifth Street Alleys Water and Sewer Replacement
Sports Complex Waterline and Parking Lot**

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by **Shaw Engineering, 20 Vine Street, Reno, Nevada 89503**, 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 completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The **CONTRACTOR** shall be substantially completed within **198 Days**, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **14 Days** after the Date of Substantial Completion. All work at the Sports Complex shall be completed before November 13, 2012.

4.03 Liquidated Damages

A. 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 **\$1,000.00** 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 **\$1,000.00** for each day that expires after the time 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 sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C. All specific cash allowances are included in the prices and have been computed in accordance with Paragraph 11.02 of the General Conditions.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment 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 as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 90 percent of Work completed (with the balance being retainage); and
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment

A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 - INTEREST

7.01 The Contractor acknowledges that this Contract does not permit Retainage to be placed in escrow nor to be invested for the benefit of the Contractor.

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 and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes 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 Contractor, 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. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (Number 00521).
2. Performance bond (Number 00610).
3. Payment bond (Number 00615).
4. Wage Requirements (contained in Section 00300)
5. General Conditions (Number 00710).
6. Supplementary Conditions (Number 00800).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 16 sheets with each sheet bearing the following general title: Fifth Street Alleys Water and Sewer Replacement and Sports Complex Waterline and Parking Lot Improvements.
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. _____.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (Number 00550).
- b. Work Change Directives.
- c. 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 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions – None

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective October 25, 2012 (which is the Effective Date of the Agreement).

OWNER:

Lander County

By:

Dean Bullock

Title:

Chairman

[CORPORATE SEAL]

Attest:

Sadie Sullivan

Title:

County Clerk

Designated Representatives:

Name:

Title:

Address for giving notices:

Phone:

FAX:

(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.)

CONTRACTOR:

H.E. Hunewill Construction, Inc.

By:

Loren Hunewill

Title:

President

[CORPORATE SEAL]

Attest:

Att E. Bluff

Title:

Engineer

Designated Representatives:

Name:

Loren Hunewill

Title:

President

Address for giving notices:

1410 W. Railroad

Winnemucca, Nevada 89445

Phone:

775-623-2888

FAX:

775-623-2992

License

No.:

9078A

(Where applicable)

Notice to Proceed

Dated: _____

Project: Fifth Street Alleys Water And Sewer Replacement Sports Complex Waterline and Parking Lot	Owner: Lander County	Owner's Contract No.:
Contract: Fifth Street Alleys Water and Sewer Replacement Project Sports Complex Waterline and Parking Lot		Engineer's Project No.: 12018
Contractor: Hunewill Construction		
Contractor's Address: [send Certified Mail, Return Receipt Requested] 1410 West Railroad Street, Winnemucca, NV 89445		

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

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured's) 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

Owner

Given by:

Authorized Signature

Project Engineer

Title

Date

Copy to Engineer

00600
**Bonds, Application for Payment & Certificate of
Substantial Completion**

Table of Contents

<u>Item</u>	<u>Number</u>
Performance Bond	00610-1 thru 2
Payment Bond.....	00615-1 thru 2
Application for Payment.....	00620-1 thru 4
Certification of Substantial Completion	00625-1 thru 2

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 St
Battle Mountain, NV 89820

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

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 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:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

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

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

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)

Payment Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address): **Lander County**
315 South Humboldt St
Battle Mountain, NV 89820

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Bond Number:
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 the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

SURETY

(Seal)
Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title

SURETY

(Seal)
Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title:

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

6.1. Send an answer to that Claimant, with a copy to 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. 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 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 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 comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party):

Application Date: _____

APPLICATION FOR PAYMENT

Change Order Summary

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

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

Approved by:

Funding Agency (if applicable)	(Date)
--------------------------------	--------

For (contract):			Application Number:								
Application Period:			Application Date:								
A			B	C	D	E	F	G			
Bid Item No.	Description	Item	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Totals											

Contractor's Application

Totals

Certificate of Substantial Completion

Project: Fifth Street Alleys Water and Sewer Replacement Sports Complex Waterline and Parking Lot	Owner: Lander County	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: 12018

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

- ☐ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion

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

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

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

- ☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

00700

General Conditions

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agency* – The Federal or state agency named as such in the Agreement.
 3. *Agreement* – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 4. *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.
 5. *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.
 6. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 7. *Bidder* – The individual or entity who submits a Bid directly to Owner.
 8. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 9. *Bidding Requirements* – The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.
 10. *Change Order* – A document recommended by Engineer which is signed by Contractor and Owner and Agency 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.
 11. *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.
 12. *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.
 13. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *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).
15. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
16. *Contractor* – The individual or entity with whom Owner has entered into the Agreement.
17. *Cost of the Work* – See Paragraph 11.01.A for definition.
18. *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.
19. *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.
20. *Engineer* – The individual or entity named as such in the Agreement.
21. *Field Order* – A written order issued by Engineer which requires minor changes in the Work but 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 1004 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 orders 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 Successful Bidder stating that upon timely compliance by the 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 or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs* – Polychlorinated biphenyls.

32. *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.
33. *Progress Schedule* – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
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. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative* – The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *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.
40. *Schedule of Submittals* – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
41. *Schedule of Values* – A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *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.
43. *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.
44. *Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *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.
46. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
47. *Successful Bidder* – The Bidder submitting a responsive Bid to whom Owner makes an award.

48. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements these General Conditions.
49. *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.
50. *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.
51. *Unit Price Work* – Work to be paid for on the basis of unit prices.
52. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
53. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and Agency upon recommendation of the Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

- A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.
- B. *Intent of Certain Terms or Adjectives*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the 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 is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. *Day*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

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

E. *Furnish, Install, Perform, Provide*

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

- F. Unless stated otherwise in the Contract Documents, words or phrases 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 and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

2.06 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, Agency, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility thereof.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that 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. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3) or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
 - 2. 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 adaption by Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

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

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any,

of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports of explorations and tests 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 or Engineer, or any of their Related Entities 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities 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 or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions 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 or Engineer, or any of their Related Entities with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- 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, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured 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 workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 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 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 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.
 - a. 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, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (Contractor shall be responsible for any deductible or self-insured retention.). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, 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 or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. Contractor 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 interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as 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 amounts, each may purchase and maintain it at the purchaser's own expense.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the insureds, as their interests 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 moneys so received applied on account thereof.
- 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.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of

non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. 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 and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times, and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The procedure requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) will perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
 - b) whether 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 other work on the Project) to adapt the design to the proposed substitute item; and
 - c) 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;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services;
 - 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by 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 Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
 - 2. shall anything in the Contract Documents 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, and Engineer, 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, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's 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 shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved

Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract

Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
 - 1. *Shop Drawings*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 - 2. *Samples*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures*
 - 1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
 - a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. the suitability of 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 Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - d. 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 the Contract Documents.
 - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 - 3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

6.21 *Delegation of Professional Design Services*

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

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, 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. 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.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties 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 *Inspections, 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 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If 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*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract 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).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part,
 2. approve the Claim, or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall 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 Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
 - 4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 - 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressages, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A 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 *Allowances*

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

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent 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 percent from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of 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 may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.B.
 - 1. delays caused by or within the control of Contractor; or
- D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, 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 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, 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.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations 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 9.07, 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:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. 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:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. the Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements;
 - d. there are other items entitling Owner to a set-off against the amount recommended; or
 - e. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor 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.
- B. Promptly after Contractor's notification, Owner, Agency, Contractor, and Engineer shall make a prefinal inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor 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.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner 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. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for Payment but held by OWNER for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by

Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Owner and Contractor may mutually request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 - 3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

ARTICLE 18 – FEDERAL REQUIREMENTS

18.01 *Agency Not a Party*

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

18.02 *Contract Approval*

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit GC-A) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

18.03 *Conflict of Interest*

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.
- B. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

18.04 *Gratuities*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 18.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an

amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

18.05 *Audit and Access to Records*

- A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

18.06 *Small, Minority and Women's Businesses*

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

18.07 *Anti-Kickback*

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

18.08 *Clean Air and Pollution Control Acts*

- A. If this Contract exceeds \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.

18.09 *State Energy Policy*

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

18.10 *Equal Opportunity Requirements*

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment

Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

18.11 *Restrictions on Lobbying*

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

18.12 *Environmental Requirements*

- A. When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:
 - 1. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 - 2. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.
 - 3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).
 - 4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

EXHIBIT GC-A

Certificate of Owner's Attorney

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Date: _____

00800
Supplemental Conditions
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NEW ARTICLES

SC-22.00 Construction Water 00800-9

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-1.01 Definitions and Terminology

Add the following language to the end of Paragraph 1.01.24.

The term *Hazardous Waste* means a solid waste, or a combination of solid wastes, which because of quantity, concentration, or physical, chemical, or infectious characteristics may (a) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

Add the following new paragraph(s) immediately after paragraph 1.01.A.20:

The **ENGINEER's** Consultants include the following:

Summit Engineering (Surveying)
5405 Mae Anne Ave
Reno, NV 89523

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-2.03 Commencement of Contract Times; Notice to Proceed

Delete Paragraph 2.03.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run 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.

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 lies within properties owned by Lander County.

SC-4.04 Underground Facilities

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

- e. Potholing sufficiently in advance of the Work to positively identify Underground Facilities so as to identify potential conflicts in advance so that they may be addressed in a timely fashion to avoid unnecessary construction delays.
- f. Locating individual residential and commercial sewer, 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, water, electric, telephone, cable and fire hydrant services are generally not shown in the Contract Documents. However, the locations of some services have been approximated on the plans through the utilization of field investigations and utility company schematic drawings. All services shall be considered as having been Shown or Indicated and will be treated as such.

SC-4.05 Reference Points

Add the following paragraph immediately after 4.05.A.

- A. The **ENGINEER** will provide Reference Points (Control Points) for surveying. All other surveying required, including construction staking, shall be the responsibility of the Contractor.

SC-4.06 Hazardous Environmental Conditions at the Site

Delete paragraphs 4.06.A and 4.06.B in their entirety and replace with the following:

- A. No reports or explorations or test of subsurface conditions at or contiguous to the Site are known to the **ENGINEER** or **CONTRACTOR**.

Amend the beginning of Paragraph 4.06.D to read as follows:

If **CONTRACTOR** encounters a Hazardous Environmental Condition or material that the **CONTRACTOR** believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, or if **CONTRACTOR** or anyone for whom **CONTRACTOR** is responsible creates a Hazardous Environmental Condition, **CONTRACTOR** shall immediately:

SC-5.03 Certificates of Insurance

Add the following new paragraph immediately after Paragraph 5.03.B:

- C. Failure of the **OWNER** to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the **OWNER** to identify a deficiency from evidence provided shall not be construed as a waiver of **CONTRACTOR**'s obligation to maintain such insurance.

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. Employer's Liability	<u>\$1,000,000</u>
 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. Excess or Umbrella Liability | |
| (1) General Aggregate | <u>\$2,000,000</u> |
| (2) Each Occurrence | <u>\$2,000,000</u> |
3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
- | | |
|-----------------------------|--------------------|
| a. Combined Single Limit of | <u>\$1,000,000</u> |
|-----------------------------|--------------------|
4. Property Damage liability insurance will provide Explosion, Collapse and Underground (X,C,U) coverage's where applicable.
5. Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall be provided as part of the General Liability coverage.
6. The **OWNER, ENGINEER** and **ENGINEER's** Consultants are to be included as additional insureds.

SC-6.01 Supervision and Superintendence

Add the following new paragraph immediately after paragraph 6.01.B:

- C. The resident superintendent shall have at least 10 years of documented experience on similar Projects acting in a similar role. A college degree in engineering or related field will be considered as 5 years worth of experience.

SC-6.02 Labor; Working Hours

Add the following new paragraphs immediately after paragraph 6.02.B:

- C. Regular working hours are defined as occurring during the daylight hours five days per week (Mon-Fri) for 8 hrs per day (40 hrs/week) or four days per week (Mon-Thurs) for 10 hours per day (40 hrs/week). The regular working hours established for **CONTRACTOR** shall be the same for all his subcontractors.
- D. In the event the **OWNER** allows the **CONTRACTOR** to work outside of the regular working hours (i.e. overtime work), the **CONTRACTOR** shall reimburse the **OWNER** for any overtime work required by the **ENGINEER**, his designated representatives, sub consultants, or the Resident Project Representative.

SC-6.05 Substitutes and "Or Equals"

Amend paragraph 6.05.C. by making two subparagraphs under the title C.

Engineer's Evaluation. The paragraph text is re-titled, 6.05.C.2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:

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

SC-6.06 Concerning Subcontractors, Suppliers, and Others

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

- H. The **CONTRACTOR** may subcontract no more than 50 percent of the total cost of the Project without prior written approval of the **OWNER**.

SC-6.13 Safety and Protection

Delete paragraph 6.13.A.3 in its entirety and replace with the following:

3. the environment and other property at the Site, adjacent and leading thereto, including trees, shrubs, lawns, walks, pavements, roadways (paved and unpaved), fencing, structures, utilities, Underground Facilities not designated for removal, relocation, or replacement in the course of construction and natural resources.

Add the following paragraphs immediately following 6.13.D:

- E. For all excavations in excess of five (5) feet, the **CONTRACTOR** shall in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by **CONTRACTOR** and accepted by **ENGINEER**.
- F. **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-7.0 Other Work at the Site

Add the following new paragraph immediately after paragraph 7.03:

7.04 Work by Others

The **OWNER**, utilities, Lander County and their Contractors 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-9.03 Project Representative

Add the following paragraph(s) immediately after paragraph 9.03.A.

- B. The services of Resident Project Representative (RPR) will be provided by the **ENGINEER**, who is the **ENGINEER** employee, will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding its actions. The Resident Project Representative dealings in matters pertaining to the on-site Work shall, in general, be only with the **ENGINEER** and the **CONTRACTOR**, and dealings with Subcontractors shall only be through or with the full knowledge of the **CONTRACTOR**. Written communication with the **ENGINEER** will be only through the RPR.

The Duties and Responsibilities of the RPR include the following:

1. Review the progress schedule of Shop Drawing submittals and schedule of values prepared by the **CONTRACTOR** and consult with the **ENGINEER** concerning their acceptability.
2. Attend preconstruction conference. Arrange a schedule of progress meetings and other job conference as required in consultation with the **ENGINEER** and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Serve as the **ENGINEER**'s liaison with the **CONTRACTOR**, working principally through the **CONTRACTOR**'s superintendent and assist said superintendent in understanding the intent of the Contract Document.
4. Receive Shop Drawings which are furnished at the Site by the **CONTRACTOR**.
5. Conduct on-site observations of the Work in progress to assist the **ENGINEER** in determining if the Work is proceeding in accordance with the Contract Documents.
6. Verify that the tests and maintenance instruction are conducted as

required by the Contract Documents and in presence of the required personnel, and that the **CONTRACTOR** maintains adequate records thereof.

7. Transmit to the **CONTRACTOR** the **ENGINEER's** clarifications and interpretations of the Contract Documents.
8. Consider and evaluate the **CONTRACTOR's** suggestions for modifications in the Contract Documents and report them with recommendations to the **ENGINEER**.
9. Review applications for payments with the **CONTRACTOR** for compliance with the established procedure for their submittal and forward them with recommendations to the **ENGINEER**, noting particularly their relation to the work completed, and materials delivered at the site but not incorporated in the Work. During the course of the Work, verify that certificates and other data required to be assembled and furnished by the **CONTRACTOR** are applicable to the items actually installed.
10. Before the **ENGINEER** prepares a Notice of Completion, as applicable, submit to the **CONTRACTOR** a list of observed items requiring completion or correction.
11. Conduct final inspection in the company of the **ENGINEER**, the **OWNER**, Funding Agencies and the **CONTRACTOR**, and prepare a punch list of items to be completed or corrected.
12. Verify that all items on the punch list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.

SC-9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

Modify the portion of the last sentence in Paragraph 9.0.8.A from "...30 days of the event giving rise to the question." to "...7 days of the event giving rise to the question."

SC-10.05 Claims

Delete Paragraph 10.05.B. in its entirety and replace with the following paragraph;

B. Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 7 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 30 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract 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 14 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

SC-11.03 Unit Price Work

Delete paragraph 11.03.D.1 in its entirety and replace with the following:

1. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent 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 percent from the estimated quantity of such item indicated in the Agreement and the total Contract Price (including Change Orders) differs by more than 5%; and

SC-14.02 Progress Payments

Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. Thirty 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**.

SC-14.07 Final Payment

Delete Paragraph 14.07.C.1 in its entirety and insert the following in its place:

1. Thirty-five days after presentation to **OWNER** of the Application for Payment and accompanying documentation, the amount recommended by **ENGINEER**, less any sum **OWNER** is entitled to set off against **ENGINEER's** recommendation, including but not limited to liquidated damages, will become due and will be paid by **OWNER** to **CONTRACTOR**.

SC-16.00 Dispute Resolution

Delete paragraph 16.01 in its entirety and replace with the following:

16.01 Methods and Procedures

- A. Claims shall be resolved pursuant to Sections 20104 et seq. of the California Public Contract Code. These sections are summarized as follows:

1. Claim means a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of the Contractor, pursuant to this Contract, payment not otherwise expressly provided the Contract, or (c) any separate demand by

the Contractor, the amount of which is disputed by the Owner.

2. For claims less than \$50,000, the Owner shall respond in writing to all written claims within forty-five (45) days of receipt of the claim, or may request in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the Owner may have against such claim. The Owner's written response to the claim, as further documented, will be submitted to the Contractor within fifteen (15) days from receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional documentation, whichever is greater.

3. For claims over \$50,000 and less than or equal to \$375,000, the Owner shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the Owner may have against such claim. The Owner's written response to the claim, as further documented, will be submitted to the Contractor within thirty (30) days from receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional documentation, whichever is greater.

4. If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time specified, the Contractor may notify the Owner in writing within either fifteen (15) days of receipt of the Owner's response, or within fifteen (15) days of the Owner's failure to respond within the statutorily prescribed time, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, the Owner shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

5. Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim pursuant to applicable Nevada law.

ADD THE FOLLOWING NEW ARTICLES

SC-22.00 Construction Water

- 22.01 The **OWNER** will supply construction water to the **CONTRACTOR** for his use on this Project from a hydrant location to be determined by the Owner. The **CONTRACTOR** shall be responsible for connections, filling, storage, and transportation. Any damage caused to the hydrant or water system by the **CONTRACTOR** shall be repaired at the **CONTRACTOR's** expense.

SC-23.00 Sequencing of Work

- 23.01 The Contractor shall complete all work at the Sports Complex before November 13, 2011.

00900
Work Change Directive & Change Order

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Work Change Directive

No. _____

DATE OF ISSUANCE: _____

EFFECTIVE DATE : _____

OWNER: Lander County

CONTRACTOR: _____

Contract Fifth Street Alleys Water and Sewer Replacement Sports Complex Waterline and Parking Lot

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

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:

Shaw Engineering
ENGINEER

OWNER

By: _____

By: _____

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: **Fifth Street Alleys Water and Sewer Replacement Sports Complex Waterline and Parking Lot**

Owner: **Lander County**

Owner's Contract No.: _____

Contract: _____

Date of Contract: _____

Contractor: _____

Engineer's Project No.: **12018**

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

Description: _____

Attachments: (List documents supporting change): _____

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

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

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

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

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

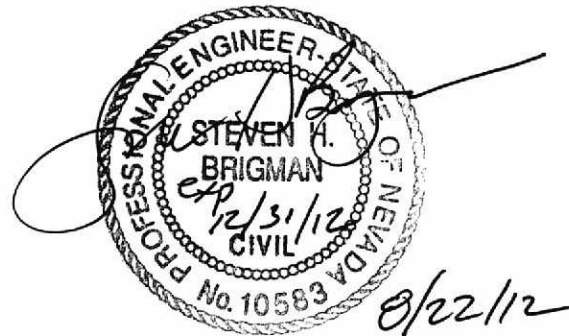
By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

The following persons prepared and approved the individual Technical Specifications as indicated in the Technical Specifications Table of Contents.

Shaw Engineering (Shaw)



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 includes the installation of approximately 3,875 LF of 8-inch waterline including meter pits and service laterals; and 2,700 LF of 10-inch gravity sewer, manholes and service laterals, pavement repair, new pavement parking lot and other related work.
- B. Bid Item Clarifications for each item in the Bid Schedule are provided as follows:

Bid Item 1 Mobilization/Demobilization

This item includes providing all labor, equipment, materials, transportation and services and other incidentals necessary for mobilization, demobilization, temporary facilities, site security, obtaining all required insurance, bonds, permits, and permit fees; BMPs and temporary environmental controls to prevent stormwater pollution, and any other items of work not specifically described in any other bid item herein.

Bid Item 2 Traffic Control

This item shall include providing all labor, materials, equipment, services and other incidentals necessary to provide traffic control in accordance with the plans and specifications. This item shall include the preparation and submittal of traffic control plans and notices, and the installation and removal of traffic control devices. Partial payment may be made based upon percent completion of the work.

Bid Item 3 Temporary Water System

This item shall include providing all labor, materials, equipment, services and other incidentals necessary to provide a temporary water system to keep customers in service during replacement of the existing water main. The Contractor shall be responsible for developing and implementing a temporary water service plan and system similar, but not limited to, the plan shown on sheet C3. This item of work includes providing and installation of temporary waterline, valves, fittings, connection assemblies, temporary service connections, thrust blocks, caps and other related improvements, incidentals and appurtenances. The work includes flushing, testing, disinfection, freeze protection, traffic protection and continuous operation and maintenance during service.

Bid Item 4 8-inch Gate Valve

This item of work includes providing all labor, materials, equipment, services and other incidentals necessary to install 8-inch gate valves at the locations indicated on the plans and at other locations as may be directed by the BMW&S representative. The work includes excavation, backfill, anchor block, valve box and concrete collar and incidentals ready for service.

Bid Item 5 Install 8-inch Waterline

The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of 8-inch pressure class 350 DIP or C900 class 150 PVC pipe. The work shall include sawcutting, pavement and/or concrete removal, trenching, dewatering, shoring, bedding, backfill and compaction; all fittings, and connection assemblies. Includes connections to the existing water system including any hot taps deemed necessary by the Contractor, includes coordination with the Owner to locate and verify existing water system valving and water shut off procedures; coordination with and notification to water customers for temporary water service shut downs; includes flushing, pressure testing and disinfection and any temporary piping, fittings, connections and equipment for flushing and pressure testing as determined by the Contractor; includes construction surveying, appurtenances, thrust and anchor blocks, as required for complete installation; ready for service.

Bid Item 6 Install 10-inch Waterline

The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of 10-inch pressure class 350 DIP or C900 class 150 PVC pipe. The work shall include sawcutting, pavement and/or concrete removal, trenching, dewatering, shoring, bedding, backfill and compaction; all fittings, and connection assemblies. Includes connections to the existing water system including any hot taps deemed necessary by the Contractor, includes coordination with the Owner to locate and verify existing water system valving and water shut off procedures; coordination with and notification to water customers for temporary water service shut downs; includes flushing, pressure testing and disinfection and any temporary piping, fittings, connections and equipment for flushing and pressure testing as determined by the Contractor; includes construction surveying, appurtenances, thrust and anchor blocks, as required for complete installation; ready for service.

Bid Item 7 1" PE Water Service Laterals

The work includes providing all labor, materials, equipment, services and incidentals necessary for a new residential water service lateral from the new main to new meter pits at the approximate locations where indicated in the plans. Work consists of installation new service saddle, 1-inch PE service lateral, valves, corporation stops, fittings and couplings required to connect the water service lateral to the new meter pit. Work shall include sawcutting, pavement and/or concrete removal, trenching, dewatering, shoring, bedding, backfill and compaction as required for complete installation; ready for service.

Bid Item 8 Install Single Water Meter Box Assembly

The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of single water meter box assemblies including meter box and lid, setter, fittings, appurtenances, connections; excavation, dewatering, shoring, and backfill

as required for complete installation; ready for service. Includes excavation and removal of existing meter pits; includes removal and salvage existing water meters and other equipment and delivery of removed materials to the County. Water meters to be provided and installed by the Contractor; water meters shall be ¾" Badger Model 35 bronze water meter, 9-inch lay length, prewired for transmitter, but without transmitter (transmitter to be provided and installed by Owner); includes ¾" to 1" Ford A34 meter adapters on each end of meter (provide 4 spare Ford A34 meter adapters, deliver unused spare adapters to Owner). The work includes connection of the new meter box to the existing residential service line; the material type and diameter of existing residential service lines are unknown; work includes verifying existing lateral type and providing the appropriate transition coupling to facilitate existing service line re-connection. This work also includes landscape repair and restoration.

Bid Item 9 Install Double Water Meter Box Assembly

The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of single water meter box assemblies including meter box and lid, setter, fittings, appurtenances, connections; excavation, dewatering, shoring, and backfill as required for complete installation; ready for service. Includes excavation and removal of existing meter pits; includes removal and salvage existing water meters and other equipment and delivery of removed materials to the County. Water meters to be provided and installed by the Contractor; water meters shall be ¾" Badger Model 35 bronze water meter, 9-inch lay length, prewired for transmitter, but without transmitter (transmitter to be provided and installed by Owner); includes ¾" to 1" Ford A34 meter adapters on each end of meter (provide 1 spare Ford A34 meter adapters, deliver unused spare adapters to Owner). The work includes connection of the new meter box to the existing residential service line; the material type and diameter of existing residential service lines are unknown; work includes verifying existing lateral type and providing the appropriate transition coupling to facilitate existing service line re-connection. This work also includes landscape repair and restoration.

Bid Item 10 2-inch PE Commercial Water Service Lateral and Meter Box Assembly

The work includes providing all labor, materials, equipment, services and incidentals necessary for a new 2" commercial water service lateral from the new main to a new meter pit at the approximate location where indicated in the plans. Work consists of installation new service saddle, 2-inch PE service lateral, concrete meter box and grade rings, 2" compound meter (Badger Recordall), valves, corporation stops, fittings and couplings required to connect the water service lateral to the new meter pit. Work shall include excavation and removal of existing meter pit; includes removal and salvage existing water meter and other equipment and delivery of removed materials to the County, sawcutting, pavement and/or concrete removal, trenching, dewatering, shoring, bedding, backfill and compaction as required for complete installation; ready for service. The work includes connection of the new meter box to the existing commercial service line; the material type and diameter of existing commercial service line is unknown; work includes verifying existing lateral type and providing the appropriate transition coupling to facilitate existing service line re-connection. This work also includes landscape repair and restoration.

Bid Item 11 Reconnect (E) Fire Hydrant

The work includes providing all labor, materials, equipment, services and incidentals necessary to re-connect an existing fire hydrant including main line tee, gate valve, pipe and fittings, thrust blocks and anchor blocks; trenching, bedding and backfill; pressure testing, disinfection; includes turning and/or re-orienting the existing hydrant; removal and disposal of excess materials or obstructions encountered complete and ready for operation.

Bid Item 12 Demolish and Remove (E) Manhole

The work includes providing all labor, materials, equipment and services necessary to completely demolish and remove existing manhole; including backfill and compaction to match existing grade.

Bid Item 13 48-inch Diameter Manhole

The work includes furnishing all labor, equipment, materials, and services to install 48-inch diameter pre-cast reinforced concrete sanitary sewer manholes including testing and connections to sewer pipe; manhole base may be cast-in-place concrete; includes excavation, shoring, dewatering, aggregate base, backfill and compaction; includes exterior joint wrap; includes existing wastewater flow control during installation; includes grade rings, cast-iron frame and cover and all appurtenances and accessories, complete, in place and ready for service as shown on the Drawings.

Bid Item 14 12-inch Sanitary Sewer Pipe

The work includes providing all labor, equipment, materials, and services for the installation of 12-inch diameter SDR 35 PVC sewer pipe including saw cutting, pavement and/or concrete removal, trenching, excavation, dewatering, shoring, bedding and backfill; includes concrete slurry encasement where indicated on the Drawings; existing wastewater flow control including temporary bypass pumping operations or other method of flow control, connections with existing sewer piping; testing, appurtenances; constructing surveying; complete and in place ready for service.

Bid Item 15 10-inch Sanitary Sewer Pipe

The work includes providing all labor, equipment, materials, and services for the installation of 10-inch diameter SDR 35 PVC sewer pipe including saw cutting, pavement and/or concrete removal, trenching, excavation, dewatering, shoring, bedding and backfill; includes concrete slurry encasement where indicated on the Drawings; existing wastewater flow control including temporary bypass pumping operations or other method of flow control, connections with existing sewer piping; testing, appurtenances; constructing surveying; complete and in place ready for service.

Bid Item 16 8-inch Sanitary Sewer Pipe

The work includes providing all labor, equipment, materials, and services for the installation of 8-inch diameter SDR 35 PVC sewer pipe including saw cutting, pavement and/or concrete removal, trenching, excavation, dewatering, shoring, bedding and backfill; includes concrete slurry encasement where indicated on the Drawings; existing wastewater flow control including temporary bypass pumping operations or other method of flow control, connections with existing sewer piping; testing, appurtenances; constructing surveying; complete and in place ready for service

Bid Item 17 Sanitary Sewer Lateral

Furnish all labor, equipment, materials, and services for re-connecting existing residential sewer service laterals at the approximate location where indicated in the plans or otherwise encountered during sewer main excavation. Re-connection consists of sewer main connection and connection fitting, 4-inch diameter PVC sewer lateral from the new sewer main to location adjacent each residential lot line; pipe fittings, connection to existing lateral;

material and diameter of existing residential sewer laterals are unknown; work includes verifying existing lateral diameter and material type and providing the appropriate transition coupling to facilitate existing lateral re-connection; includes sawcutting, pavement and/or concrete removal, trenching, excavation, shoring, dewatering, bedding, backfill, compaction and landscape and fencing repair; all appurtenances complete and in place ready for service.

Bid Item 18 Concrete Repair

The work includes providing all labor, materials, equipment, and services necessary to repair existing concrete sidewalks, curbs, and gutters; driveways, valley gutters and other concrete surfaces that were removed and/or damaged to facilitate the installation of proposed water and sewer improvements; includes concrete, aggregate base, form work, compaction, repair of landscaping disturbed as a result of concrete removal and incidentals.

Bid Item 19 Pavement Repair

The work includes providing all labor, materials, equipment, and services necessary to place and install asphalt pavement repair and replacement as shown on the plans. Permanent pavement patch to be a hot mix asphalt concrete as indicated on the plans; temporary patching to be a cold mix asphalt concrete or Portland cement concrete; includes placement and compaction; temporary pavement patch must be installed within 48 hours of completed pipe installation; includes maintenance and repair of the temporary pavement patch throughout the duration of the project time.

Bid Item 20 Force Account

This bid item is a contingent item to be utilized as follows:

The use of this contingent item will be as directed by the Engineer or Owner and subject to the approval of the Owner. The amount of this contingent item of work, as set forth on the bid schedule, represents no actual estimate, is nominal only and may be decreased or reduced to zero. Any reduction of this amount as compared with that set forth on the bid schedule shall not constitute a basis for claim by the Contractor for extra payment or damages.

Force Account items as defined by the Owner will be additions to the contract arising within the course and scope of the contract for incidental costs due to unforeseen circumstances. Unforeseen circumstances include but are not limited to the following:

Emergency repairs, complications arising with interfacing new improvements to existing improvements, emergency light/power plants, premium time or overtime to accelerate portions of work, unexpected utility modifications or conflicts, correcting existing substandard work, requested traffic control measures or signage, over-excavation of unsuitable materials, unknown field conditions, or any other miscellaneous or incidental items related to unforeseen circumstances.

Any force account items shall be adjusted daily upon report sheets, furnished to the Engineer by the Contractor and signed by both parties. These daily reports shall thereafter be considered the true record of force account items for unforeseen circumstances. No additional incidental work shall be performed or made except upon a written order from the Engineer or Owner, subject to the approval of the Owner.

Bid Item 21 6-inch Connection Assembly

The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of 6-inch tee and valve assembly onto the existing waterline as shown on the plans. The work shall include locating the existing line, verifying material type, cutting in a new tee to be installed on the existing pipe; transition adaptors and/or coupling adaptors; gate valve, valve box and valve collar; reducer to 8-inch main; trenching, bedding, all fittings, complete connection assembly, appurtenances, thrust blocks, backfill and testing and disinfection as required for complete installation; ready for service.

Bid Item 22 8-inch Valve Assembly

The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of 8-inch tee and valve assembly as shown on the plans. The work shall include installation of a new tee; gate valve, valve box and valve collar; 8' length of 8" pipe stub with cap; trenching, bedding, all fittings, complete connection assembly, appurtenances, thrust blocks, backfill and testing and disinfection as required for complete installation; ready for service.

Bid Item 23 Install 8-inch Waterline

The work includes providing all labor, materials, equipment, services and incidentals necessary for the installation of 8-inch pressure class 350 DIP or C900 class 150 PVC pipe. The work shall include sawcutting, pavement and/or concrete removal, trenching, dewatering, shoring, bedding, backfill and compaction; all fittings, and connection assemblies. Includes connections to the existing water system including any hot taps deemed necessary by the Contractor, includes coordination with the Owner to locate and verify existing water system valving and water shut off procedures; coordination with and notification to water customers for temporary water service shut downs; includes flushing, pressure testing and disinfection and any temporary piping, fittings, connections and equipment for flushing and pressure testing as determined by the Contractor; includes construction surveying, appurtenances, thrust and anchor blocks, as required for complete installation; ready for service.

Bid Item 24 Asphalt Pavement Parking Lot

Provide all labor, equipment, materials, services and incidentals as required to construct an asphalt pavement parking lot as shown on the plans, includes site preparation; removal of unsuitable materials, re-grading, reshaping to the lines and grades shown on the drawings, and moisture condition of the existing surface; placement of a type 2 aggregate base (6-inches minimum thickness) and compaction of the base material (compact to at least 95% MDD per ASTM D1557); placement and compaction of a Type 2 asphalt concrete pavement with tack coat, seal coat and related incidental work. New asphalt pavement shall be a minimum of 3-inches in thickness and shall be per Section 02741 of the technical specifications. Asphalt pavement surface shall be sealed with an SS seal coat. Includes construction surveying, appurtenances and incidentals as required for complete installation; ready for service.

- C. The Work is located within the town of 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 and lump sum 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.

6.0 Project Meetings

- A. Preconstruction Conference:

Prior to the commencement of Work at the Site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the **CONTRACTOR**'s Project Manager, its superintendent, and its Subcontractors as the **CONTRACTOR** deems appropriate. Other attendees will be:

1. Representatives of **OWNER**.
2. **ENGINEER** and Resident Project Representative.
3. Others as requested by **CONTRACTOR**, **OWNER**, or **ENGINEER**.

- B. The **CONTRACTOR** shall bring to the conference the submittals specified in Section 01300, "Contractor Submittals".

- C. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the **CONTRACTOR** prior to the meeting date. However, the **CONTRACTOR** should be prepared to discuss all of the items listed below.

1. Status of **CONTRACTOR**'s insurance and bonds.
2. **CONTRACTOR**'s tentative schedules.
3. Transmittal, review, and distribution of **CONTRACTOR**'s submittals.
4. Processing applications for payment.
5. Maintaining record documents.
6. Critical Work sequencing.
7. Field decisions, Work Change Directives and Change Orders.
8. Use of Project Site, office and storage areas, security, and housekeeping.
9. Major equipment deliveries and priorities.
10. **CONTRACTOR**'s assignments for safety and first aid.
11. Traffic Control Plan
12. Storm Water Pollution Prevention Plan
13. Cultural Resources
14. Environmental Protection
15. Pavement Protection Plan

- D. The **ENGINEER** will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.
- E. The **CONTRACTOR** and its Subcontractors should plan on the conference taking no less than one half of a working day.
- F. A background briefing will be conducted by the **OWNER** for the **CONTRACTOR** and subcontractor personnel on cultural resources.

7.0 Progress Meetings

- A. The **CONTRACTOR** shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by **ENGINEER** or as required by progress of the Work. The **CONTRACTOR** and all Subcontractors active on the Site must attend each meeting. **CONTRACTOR** may, at its discretion, request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. The **OWNER** and **ENGINEER** may periodically attend the progress meetings.
- B. The **CONTRACTOR** shall preside at the meetings and will arrange for keeping and distributing the minutes. The **CONTRACTOR** shall provide a copy of each of the meetings minutes to the **ENGINEER**. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the **CONTRACTOR** is required to present any issues which may impact his Work, with a view to resolve these issues expeditiously.

Section 01140
Environmental Protection

1.0 GENERAL

- A. Scope. During the progress of the work, keep the work areas occupied by the **CONTRACTOR** in a neat and clean condition and protect the environment both onsite and offsite, throughout and upon completion of the Project.
- B. Submittals. Develop an Environmental Protection Plan. Distribute the plan to all employees and to all Subcontractors and their employees. The Environmental Protection Plan shall include, but not be limited to, the following items:
 - 1. Copies of required permits and their status.
 - 2. Proposed sanitary landfill site.
 - 3. Other proposed disposal sites.
 - 4. Copies of any agreements with public or private landowners regarding equipment, materials storage, borrow sites, fill sites, or disposal sites. Any such agreement made by the **CONTRACTOR** shall be invalid if its execution causes violation of local or regional grading, land use regulations or this Specification.
 - 5. Water pollution control plan. If applicable, apply for a National Pollution Discharge Elimination System (NPDES) storm water permit. It shall be the responsibility of the **CONTRACTOR** to prepare and submit a Notice of Intent (NOI) and Storm water Pollution Prevention Plan (SWPPP) to comply with the State of Nevada General Permit and to insure compliance with the conditions relating to construction. Information and Instructions for Obtaining submitting NOI and SWPPP are available at http://ndep.nv.gov/bapc/storm_cont03.htm
- C. Dewatering Water Discharge. Apply for a Discharge Permit for any dewatering water required to be discharged to either groundwater or surface water during construction. It shall be the responsibility of the **CONTRACTOR** to prepare the Application and to comply with the terms and conditions of the Discharge Permit.

2.0 MITIGATION AND CONSTRUCTION IMPACTS

- A. Requirements: All operations shall comply with all Laws and Regulations.
- B. Definitions of Contaminants:
 - 1. Sediment: Soil and other debris that have been eroded and transported by runoff water.
 - 2. Solid Waste: Rubbish, debris, garbage and other discarded solid materials resulting from construction activities, including a variety of combustible and non-combustible wastes, such as ashes, waste materials that result from construction or maintenance and repair work, sagebrush, vegetation, leaves and tree trimmings.

3. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalizes, herbicides, pesticides, disinfectants, organic chemicals and inorganic wastes. Some of the above may be classified as "hazardous."
 4. Sanitary Wastes:
 - a. Sewage: That which is considered as domestic sanitary sewage.
 - b. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing and consumption of food.
 5. Hazardous Materials: As defined by applicable Laws and Regulations.
- C. Protection of Natural Resources:
1. General: It is intended that the natural resources within the Project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the Work. Confine construction activities to areas defined by the public roads, easements, and work area limits shown on the Drawings. Return construction areas to their pre-construction elevations except where surface elevations are otherwise noted to be changed on the Drawings. Maintain natural drainage patterns. Conduct construction activities to avoid ponding stagnant water conducive to mosquito breeding.
 2. Land Resources: Do not remove, cut, deface, injure or destroy trees, shrubs, sagebrush, or grasses outside the work area limits. Do not remove, deface, injure or destroy trees within the Work area without permission from the **ENGINEER**.
 - a. Protection: Protect trees, sagebrush, grasses and shrubs that are located near the limits of the **CONTRACTOR's** work areas which may possibly be defaced, bruised or injured or otherwise damaged by the **CONTRACTOR's** operations.
 - b. Repair or Restoration: Repair or replace any trees, shrubs, sagebrush or other landscape features scarred or damaged by equipment or construction operations outside of the designated construction boundary limits.
 - c. Temporary Construction: Obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials (not shown on the Drawings), or any other vestiges of construction as directed by the **ENGINEER**. Level all temporary roads, parking areas and any other areas that have become compacted or shaped. Apply a dust palliative, such as magnesium chloride, to all disturbed areas. Keep haul roads clear at all times of any object which creates an unsafe condition. Promptly remove any contaminants or construction material dropped from construction vehicles. Do not drop mud and debris from

construction equipment on public streets. Sweep clean turning areas and pavement entrances daily.

3. Water Resources:

- a. Investigate and comply with all applicable Laws and Regulations concerning the discharge (directly or indirectly) of pollutants to the underground and natural waters. Exercise every reasonable precaution to protect streams, lakes, and reservoirs from pollution with fuels, oils, bitumens, and other harmful materials and conduct and schedule operations so as to avoid or minimize muddying and silting of said streams, lakes, and reservoirs.

Water pollution control work is intended to provide prevention control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those facilities required. The **CONTRACTOR's** water pollution control measures shall be subject to approval by the **ENGINEER**.

The **CONTRACTOR** shall provide temporary water pollution control measures, including but not limited to, dikes, basins, and ditches, and shall apply straw and seed, which become necessary as a result of his operations. The **CONTRACTOR** shall coordinate water pollution control work with all other Work done on the Contract.

- b. Submit a plan to control water pollution effectively during construction of the Work. Such program shall show the schedule for the erosion control work for all water pollution control measures which the **CONTRACTOR** proposes to take in connection with construction of the Project to minimize the effects of his operations upon adjacent streams and other bodies of water.

If an NPDES storm water pollution prevention permit is required, the **CONTRACTOR** will be required to prepare a project specific Storm water Pollution Prevention Plan (SWPPP) that details the specific Best Management Practices (BMP's) the **CONTRACTOR** proposes to use.

At the conclusion of the Project and when they are no longer needed, the Site must be cleaned of temporary BMP's. This must be one of the final operations by the **CONTRACTOR**.

The **OWNER** will not be liable to the **CONTRACTOR** for failure to accept all or any portion of an originally submitted or revised water pollution control plan, nor for any delays to the Work due to the **CONTRACTOR's** failure to submit an acceptable water pollution control plan.

- c. The **CONTRACTOR** shall also conform to the following provisions:

- 1) Oily or greasy substances originating from the **CONTRACTOR's** operations shall not be allowed to enter or be placed where they will later enter any surface water.
 - 2) Portland cement or fresh Portland cement concrete shall not be allowed to enter any surface water.
 - 3) Material derived from roadway work shall not be deposited in a surface water or course where it could be washed away by high stream flows.
4. Fish and Wildlife Resources: Perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The **CONTRACTOR** will not be permitted to alter water flows or otherwise significantly disturb native habitat adjacent to the Project Site which are critical to fish and wildlife except as may be indicated or specified.
5. Cultural Resources: The Project does not pass through any known archaeological sites however unrecorded archaeological sites could be discovered during construction. Upon discovery of potential buried cultural materials, all ground disturbing work in the immediate area shall be halted and the **CONTRACTOR** shall immediately notify the **ENGINEER**. The **CONTRACTOR** shall protect the immediate area to prevent any further damage from occurring. Work shall remain halted in the immediate area pending further directions issued by the **ENGINEER**.

Contract Time may be adjusted if the Work halted is on the "Critical Path" by the total number of days for which the Work was halted. Contract Price may be adjusted if the **CONTRACTOR** sustains a loss which could not have been avoided by his judicious handling of forces, equipment, and/or redirection of forces and/or equipment.

6. Noise Control: The following noise control procedures shall be employed by the **CONTRACTOR**:
- a. Maximum Noise Levels for any Residence, Business, or Other Populated Area: Noise levels for trenchers, pavers, graders and trucks shall not exceed 90 dBA at 50 feet as measured under the noisiest operating conditions. For all other equipment, noise levels shall not exceed 85 dBA at 50 feet.
 - b. Equipment: Jack hammers shall be equipped with exhaust mufflers and steel muffling sleeves. Air compressors should be of a quiet type such as a "whisperized" compressor.
 - c. Operations: Keep noisy equipment as far as possible from noise-sensitive site boundaries. Machines should not be left idling. Use electric power in lieu of internal combustion engine power wherever possible. Maintain equipment properly to reduce noise from excessive vibration, faulty mufflers, or other sources. All engines shall have mufflers.

- d. Scheduling: Schedule noisy operations so as to minimize their duration at any given location.
 - e. Monitoring: To determine whether the above noise limits are being met and whether noise barriers are needed, the **CONTRACTOR** shall use a portable sound level meter meeting the requirements of American National Standards Institute Specification S1.4 for Type 2 sound level meters and be responsible for monitoring throughout construction. If non-complying noise levels are found, the **CONTRACTOR** shall be responsible for correction of excessive noise levels.
7. Dust Control, Air Pollution and Odor Control: Employ measures to prevent the creation of dust, air pollution and odors.
- a. If required, the **CONTRACTOR** shall apply for, pay all fees and obtain a Surface Area Disturbance (SAD) permit from the Nevada Division of Environmental Protection – Bureau of Air Pollution Control. Information and Instructions for Obtaining the SDA permit are available at <http://ndep.nv.gov/bapc/index.htm>.
 - b. Unpaved areas where vehicles are operated shall be sufficiently watered wetted down at least twice daily, preferably in the late morning and after work is done for the day, or given an equivalent form of treatment, to eliminate dust formation.
 - c. All material excavated or stockpiles will be sufficiently watered to prevent excessive amounts of dust. Watering, with complete coverage, will occur at least twice daily, preferably in the late morning and after work is done for the day. Enclosing, covering or applying soil binders may also be accepted.
 - d. All earth-moving and excavation activities shall cease when wind speeds exceed 25 mph or as directed by the **OWNER**. The **CONTRACTOR** shall use a portable hand-held anemometer on Site and be responsible for monitoring wind speed during earth moving and excavation activities. In addition to regularly scheduled watering, the Site shall be additionally watered, with complete coverage, during periods of high winds.
 - e. All material transported onsite and/or offsite will be either sufficiently watered or securely covered to prevent excessive amounts of dust.
 - f. The area disturbed by earth-moving or excavation operations will be minimized at all times.
 - g. After earth-moving or excavation operations and during construction activities, the **CONTRACTOR** will control fugitive dust emissions by ensuring that all active portions of the Site are watered to prevent excessive amounts of dust.

- h. During construction, the **CONTRACTOR** will control fugitive dust emissions at all times by ensuring that construction-related vehicle speed does not exceed 15 mph on the Project Site and on unpaved roads.
 - i. During the construction phase, the **CONTRACTOR** will control ozone precursor emissions from construction equipment at all times by using the following procedure:
 - 1) Equipment engines will be maintained in good condition and in proper tune according to manufacturer's specifications and shall comply with the applicable Laws and Regulations.
 - 2) Machines should not be left idling.
 - 3) Construction activities and the delivery or hauling of Project-related materials shall be organized to maximize productivity and reduce truck and vehicle trips to the fullest extent practicable.
 - j. Store all volatile liquids, including fuels or solvents in closed containers.
 - k. No open burning of vegetation, debris, lumber or other scrap will be permitted. Cleared vegetation shall be chipped or shredded on Site and surface applied in approved areas in accordance with the **ENGINEER's** directions.
8. Construction Storage Areas: Storage of construction equipment and materials shall be limited to the designated **CONTRACTOR's** storage area.
- a. Store and service equipment at the designated **CONTRACTOR's** storage area where oil wastes shall be collected in containers. Oil wastes shall not be allowed to flow onto the ground or into surface waters. Containers shall be required at the construction Site for the disposal of materials such as paint, paint thinner, solvents, motor oil, fuels, resins and other environmentally deleterious substances. No dumping of surplus concrete or grout on the Site will be permitted.
9. Sanitation: During the construction period, provide adequate and conveniently located chemical sanitation facilities, properly screened, for use of construction crews, the **ENGINEER**, and visitors to the Site. Facilities shall be regularly maintained.
10. Fire Prevention: Take steps to prevent fires including, but not limited to the following:
- a. Provide spark arrestors on all internal combustion engines.
 - b. Store and handle flammable liquids in accordance with the Flammable and Combustible Liquids Code, NFPA 30.

- c. Provide fire extinguishers at hazardous locations or operations, such as welding.

11. Erosion and Sediment Transport Control:

- a. Discharge construction runoff into small drainages at frequent intervals to avoid buildup of large potentially erosive flows.
- b. Prevent runoff from flowing over unprotected slopes.
- c. Keep disturbed areas to the minimum necessary for construction.
- d. Keep runoff away from disturbed areas during construction.
- e. Direct flows over vegetated areas prior to discharge into public storm drainage systems.
- f. Trap sediment before it leaves the site, using such techniques as check dams, sediment ponds, or siltation fences.
- g. Remove and dispose of all project construction-generated siltation that occurs in offsite retention ponds.
- h. Confine construction to the dry season, whenever possible. If construction needs to be scheduled for the wet season, ensure that erosion and sediment transport control measures are ready for implementation prior to the onset of the first major storm of the season.
- i. Stabilize disturbed areas as quickly as possible.
- j. In addition, prior to, during, and after earthmoving or excavation operations, the **CONTRACTOR** shall implement Best Management Practices (BMPs) to reduce potential erosion and sedimentation impacts.

These BMPs will include the following:

- 1) A minimum number of access points for construction vehicle entry/egress will be designated to prevent vehicle trackout of sediments, and traffic shall be prohibited over exposed soils during wet weather or when the Site is saturated or muddy.
- 2) Flags, markers, and/or temporary fences shall be installed prior to construction activities to avoid soil disturbance outside of the construction easements.
- 3) All material excavated shall be sufficiently watered to prevent excessive amounts of dust. Watering, with complete coverage, shall occur at least twice daily, preferably in the late morning and after work is done for the day.
- 4) The area disturbed by earthmoving or excavation operations shall be minimized at all times.

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- 5) Disturbed areas shall be stabilized as quickly as possible.
- 6) At a minimum, sandbag dikes, silt fences, straw bales, or equivalent control practices shall be used for all significant side slope and down slope boundaries on the construction area.

3.0 DISPOSAL OPERATIONS

A. Solid Waste Management:

1. Supply solid waste transfer containers. Daily remove all debris such as spent air filters, oil cartridges, cans, bottles, combustibles and litter. Take care to prevent trash and papers from blowing onto adjacent property. Encourage personnel to use refuse containers. Convey contents to a sanitary landfill.
2. Washing of concrete containers where wastewater may reach adjacent property or natural watercourses will not be permitted. Remove any excess concrete to the sanitary landfill.

B. Chemical Waste and Hazardous Materials Management: Furnish containers for storage of spent chemicals used during construction operations. Dispose of chemicals and hazardous materials in accordance with applicable regulations.

C. Garbage: Store garbage in covered containers, pick up daily and dispose of in a sanitary landfill.

D. Dispose of vegetation, weeds, rubble, and other materials removed by the clearing, stripping and grubbing operations off site at a suitable disposal site in accordance with applicable regulations.

E. Excavated Materials:

1. Excess Excavated Material:

- a. Excess excavated soils shall be disposed of in accordance with applicable Laws and Regulations.
- b. Rubbish shall consist of all materials not classified as suitable materials or rubble and shall include shrubbery, trees, timber, trash and garbage.

F. Disposal of Abandoned and Demolished Material

1. The **CONTRACTOR** shall dispose of all abandoned or demolished pipe and building materials and other appurtenances when encountered in the performance of the Work. Disposal of such materials shall be immediate and off the site of construction. Transportation and disposal of such materials shall be 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.

Section 01190 Reference Standards

1.0 General

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for Bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- C. Specialists, Assignments: In certain instances, specification text requires (or implies) that specific Work is to be assigned to specialists or expert entities who must be engaged for the performance of that Work. Such assignments shall be recognized as special requirements over which the **CONTRACTOR** has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also, they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the **CONTRACTOR**.

2.0 Reference Specifications, Codes, and Standards

- A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents.
- B. References herein to "Building Code" or "Uniform Building Code" shall mean Uniform Building Code of the International Conference of Building Officials (ICBO). Similarly, references to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code, and Uniform Fire Code of the International Conference of Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the Work is advertised for Bids, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the **ENGINEER** for clarification and directions prior to ordering or providing any materials or furnishing labor. The **CONTRACTOR** shall bid for the most stringent requirements.

- D. The **CONTRACTOR** shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein.
- E. References herein to "OSHA Regulations for Construction" shall mean **Title 29, Part 1926, Construction Safety and Health Regulations**, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean **Title 29, Part 1910, Occupational Safety and Health Standards**, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

3.0 Regulations Related to Hazardous Materials

- A. The **CONTRACTOR** is responsible that all Work included in the Contract Documents, regardless if shown or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other Federal, State, and Local Regulations governing the storage and conveyance of hazardous materials, including petroleum products.
- B. Where no specific regulations exist, all chemical, hazardous, and petroleum product piping and storage in underground locations must be installed with double containment piping and tanks, or in separate concrete trenches and vaults, or with an approved lining which cannot be penetrated by the chemicals, unless waived in writing by the **OWNER**.

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 Preconstruction Conference Submittals

- A. At the preconstruction conference referred to in Section 01110, "Summary of Work", the **CONTRACTOR** shall submit the following items to the **ENGINEER** for review:
 - 1. A preliminary schedule for the Work,
 - 2. A schedule of Shop Drawings submittals
 - 3. Environmental Protection Plan

3.0 Contractor's Schedules

- A. Preliminary Schedule: At the preconstruction conference, the **CONTRACTOR** shall furnish to the **ENGINEER** a preliminary schedule for the Work showing its general plan for orderly completion of the Work and showing in detail its planned mobilization of plant and equipment, sequence of early operations, and timing of procurement of materials and equipment. The **CONTRACTOR** shall assist the **ENGINEER** in reviewing and evaluating such schedule.
- B. Detailed Schedule: Within 7 calendar days after the preconstruction conference, the **CONTRACTOR** shall furnish to the **ENGINEER** a detailed schedule for orderly completion of the Work, showing its planned sequences of operations, and the dates for commencement and completion of all important features of the Work including Milestone(s) dates.
 - 1. The schedule shall be comprehensive, covering both activities at the site of the Work and off-site activities such as design, procurement, and fabrication. The schedule shall be orderly and realistic, and shall be revised as necessary to meet this requirement. The **CONTRACTOR** shall promptly advise the **ENGINEER** of any occurrence requiring substantial revision of the schedule and shall furnish a revised schedule within 3 calendar days of such occurrence.
 - 2. The detailed schedule and each revision thereof shall be subject to approval by the **ENGINEER** for conformity with the requirements of this Section. The **CONTRACTOR** shall assist the **ENGINEER** in reviewing and evaluating each schedule furnished. Disapproved schedules will be returned to the **CONTRACTOR**, shall be revised to correct the defects noted, and shall be resubmitted to the **ENGINEER** within 3 calendar days after receipt.
 - 3. The schedule will be acceptable to the **ENGINEER** as providing an orderly progression of the Work to completion within the Contract Time (Milestone(s)), but such acceptance will neither impose on the **ENGINEER** responsibility for the progress or scheduling of the Work nor relieve the **CONTRACTOR** from full responsibility therefor.

4. Form of Schedules: The **CONTRACTOR** shall submit 3 copies of each schedule and revised schedule furnished. The preliminary and detailed schedules shall be of the bar chart, or precedence types, at the **CONTRACTOR's** option. The precedence type schedule shall be in the form of a network diagram, activity listing, and input listing.
- C. Whenever there are changes in the Work, the **CONTRACTOR** shall proceed to immediately revise its schedule to accommodate the changed Work upon receipt of a written field order to make the changes, notwithstanding the fact that an agreement has not been reached regarding the cost of the changes. The **CONTRACTOR** shall complete the changed Work in accordance with the revised schedule. If, in the opinion of the **ENGINEER**, the **CONTRACTOR** is not performing the changed Work in accordance with the revised schedule, the **ENGINEER** may withhold certification of estimates for payment until such time that the **CONTRACTOR** does perform in accordance with the revised schedule.
- D. When required to perform and complete the changed Work in accordance with the revised schedule, the **CONTRACTOR** shall provide additional labor, materials, equipment, or other factors of production in excess of those in use before the changed Work was ordered.

4.0 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 one copy of a submittal is returned to the **CONTRACTOR** marked "APPROVED", formal revision and resubmission of said submittal will not be required.
- F. If one copy of a submittal is 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.

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 Project 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**.

Section 01505
Mobilization/Demobilization

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, environmental protection, final project clean up including removal of all temporary facilities, and for all other work and operations which must be performed or costs incurred before beginning production work on the various Contract items and after the Project is complete.

2.0 Materials

- A. Materials shall consist of equipment, buildings, and tools necessary to move to the Project Site to perform Work. Material bid items shall not be included in mobilization.

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. Mobilization/demobilization costs for subcontracted work shall be considered to be included in the Contract unit price Bid item by the **CONTRACTOR**.
- B. Payment for mobilization/demobilization will be made as follows:
 - 1. When 5% of the total original Contract Price is earned from other bid items, 50% of the amount bid for mobilization/demobilization, or 5% of the total original Contract Price, whichever is the least, will be paid.
 - 2. When 10% of the total original Contract Price is earned from other bid items, 90% of the amount bid for mobilization/demobilization, or 10% of the total original Contract Price, whichever is the least, will be paid.
 - 3. Upon completion of all Work on the Project, payment of the remaining amount bid for mobilization/demobilization will be paid.

Section 01570 Traffic Maintenance and Safety

1.0 GENERAL

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 on a daily basis resulting from or caused by operations and repair any damage which may result from operations.

The **CONTRACTOR** shall continually provide access to businesses, parking lots, residences, garages and farms. When access must be temporarily denied due to construction operations, such as installation of a buried pipeline directly in front of a driveway, the **CONTRACTOR** shall notify the property owner, or responsible party, of such closure not less than 24 hours in advance of closure. The notification must be in writing with a copy to the Resident Project Representative and include an estimated duration of the closure.

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.

The **CONTRACTOR** shall keep all roads open to two way traffic unless otherwise approved by the **ENGINEER**. If the roadway is not sufficiently safe to maintain two way traffic, one way traffic will be allowed.

2.0 TRAFFIC CONTROL PLAN

The **CONTRACTOR** will be required to conform with a traffic control plan at all times while working within the public right of way. The traffic control plan shall be in accordance with *Part VI Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations*, latest edition, as prepared by the U.S. Department of Transportation Federal Highway Administration.

The traffic control plan must be submitted to the **ENGINEER** and the governmental agency having jurisdiction over the road for approval prior to construction commencing. The **CONTRACTOR** must submit the traffic control plan sufficiently in advance of construction to allow ample time for review and approval.

3.0 DETOURS

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 the **ENGINEER** and 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 TRENCH ROAD PATCHES

The **CONTRACTOR** shall replace all removed paving daily with an approved premix (cold patch) and shall place the final trench patch as soon as practical or as directed by the governmental agency having jurisdiction over the road. The **CONTRACTOR** will be responsible for maintaining the temporary patch 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.

All perpendicular street crossings shall receive temporary patches.

All other paved areas along the pipeline alignments not mentioned will require temporary patches.

5.0 EMERGENCY AGENCY NOTIFICATION

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.

7.0 CLEANUP

During periods when the **CONTRACTOR** is not working and at least daily, lanes open 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.

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.

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.
- B. The **CONTRACTOR** shall apply a chloride salt dust palliative to all areas disturbed by construction (excluding paved areas and areas that receive aggregate base). Application rates shall be per the manufacturers' requirements.

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.

Section 02100

Road Repair

1.0 GENERAL

This section specifies the requirements for repair and replacement, to their original or better condition, of roads, approaches and driveways which have been cut, damaged or removed during construction

All Work performed under this section shall conform to the current edition of the Standard Specifications for Public Works Construction hereinafter referred to as the "Orange Book".

2.0 MATERIALS

A. AGGREGATE BASE

Aggregate base course materials shall be Type 2, Class B per section 200.01.03 of the Orange Book.

B. ASPHALTIC CONCRETE

Asphaltic concrete surface course materials shall conform to the requirements of Plantmix Bituminous Pavements contained in Section 200.02 and 320 of the Orange Book. The asphalt concrete mix shall be a Type 3 with AC-20 asphalt cement and shall conform to the requirements of section 200.02.02. A specific job-mix formula with aggregate gradation, bituminous material and performance parameters such as Marshall Stability, etc. shall be submitted to the **ENGINEER** for approval.

3.0 CONSTRUCTION

A. GENERAL

The repair and replacement of asphaltic concrete roads shall provide a finished surface parallel to and 1/8-inch above the adjacent pavement. The asphaltic concrete paving construction shall be subject to and governed by the applicable standards referenced.

B. SUBGRADE

The area to be paved shall be graded and shaped, as required to construct the aggregate base and all unstable or otherwise objectionable material shall be removed. The fill shall be firm and able to support the construction equipment without yielding or subsequent settlement.

C. AGGREGATE BASE

The aggregate base shall be compacted to 95%, per ASTM D 1557 by approved compaction equipment and graded to a minimum thickness as shown on the Drawings.

D. ASPHALTIC CONCRETE

The thickness of the asphalt concrete shall be 3 inches or as indicated on the plans. The average of three thickness measurements spaced not more than 100 feet apart shall be at least equal to the specified thickness of asphalt concrete with no single measurement being less than 1/2 inch thinner than the specified thickness. Asphalt concrete shall be placed in maximum 3 inch thick compacted lifts. Asphaltic concrete shall be placed when the weather and ground surface conditions meet or exceed the weather limitations of section 320.03.05 of the Orange Book. Asphalt concrete shall be compacted to 96% in accordance with ASTM D1559.

E. PRIME COAT

Prime Coat shall be placed in accordance with the referenced specifications and shall be required on the surface of the Aggregate Base prior to the placement of the new course of asphalt concrete. Prime Coat shall consist of type SS-1 or SS-1H emulsified asphalt (section 315 of the Orange Book).

F. TACK COAT

Tack coat shall be placed in accordance with the referenced specifications and shall be required when a new course of asphalt concrete is to be placed adjacent to and against or upon any existing asphalt or concrete surface. This includes any newly placed coarse upon which a subsequent coarse is to be placed. Tack coat shall consist of type SS-1 or SS-1H emulsified asphalt (section 316 and 320.03.06 of the Orange Book).

G. REMOVAL OF PAVEMENT SECTION

Unless otherwise specified, all pavements (asphalt and concrete) shall be removed by saw cutting straight uniform edges the entire depth of the pavement section. Damaged pavements shall be repaired as per these specifications. The **CONTRACTOR** shall be responsible for the legal disposal of any pavement.

H. DRIVEWAYS AND ENTRANCES

Driveways and entrances damaged by the **CONTRACTOR** during construction shall be repaired to a similar if not better condition than what existed before construction began.

I. CURBS, GUTTERS, SIDEWALKS and VALLEY GUTTERS

Curbs, Gutters, Sidewalks and Valley Gutters (Concrete and/or Asphalt) damaged by the **CONTRACTOR** during the performance of the Work shall be repaired in accordance with the applicable standards referenced. Flow lines shall be returned to original elevations.

J. EXISTING FACILITIES REPLACEMENT

All public street pavement reflectors, road signs, mailboxes, fences, and landscaping moved, displaced or destroyed by the **CONTRACTOR** during the performance of the Work shall be replaced by the **CONTRACTOR** in accordance with the referenced standards.

K. VALVE BOXES AND MANHOLES

All valve boxes and manhole lids including concrete collars displaced or destroyed by the **CONTRACTOR** during the performance of the Work shall be replaced by the **CONTRACTOR** and returned to preconstruction conditions.

L. PAINTING, PAVEMENT STRIPING, AND MARKING

All public street painting, pavement striping and other markings displaced or destroyed by the **CONTRACTOR** during performance of the Work shall be replaced by the **CONTRACTOR** in accordance with the referenced standards.

4.0 TEMPORARY ROAD PATCHES

See section 01570 - Traffic Maintenance and Safety.

5.0 PROTECTION OF EXISTING ROADS

- A. The **CONTRACTOR** shall take every precaution to protect the existing roads and pavement structures, including traffic signs, mail boxes, fences and gates, landscaping, utilities poles and boxes, during the performance of the Work in accordance with paragraph 6.13 of the General Conditions.
- B. Damaged pavements caused by the **CONTRACTOR's** failure to take adequate precautions to protect the existing pavement shall be repaired as per these specifications at the **CONTRACTOR's** sole expense. Adequate precautions may include but are not limited to utilizing steel plates or soil under excavation equipment, minimizing wheel loads near existing asphalt edges, approaching trenches in a perpendicular fashion with equipment, limiting construction traffic immediately adjacent to open trenches, selection of appropriately sized equipment taking into consideration the existing condition of the asphalt, road, and pavement section, installing temporary patches daily, maintaining temporary patches, and utilizing approved haul routes.

Section 02315
Trenching, Backfilling, and Compacting

1.0 General

- A. Trenching excavation shall include the removal and replacement (when applicable) of all materials or obstructions of any nature when encountered in the installation (including, but not necessarily limited to, asphalt, water, signs, fences, driveways, sidewalk, curb and gutter, utilities, abandoned utilities, and excavated soil) and removal of all sheeting and bracing and the control of water necessary to construct the Work as shown. Unless otherwise indicated on the Drawings or permitted by the **ENGINEER**, excavation shall be by open cut. Trenching machines may be used, except where their use will result in damage to Underground Facilities or other property at the Site.
- B. Trench excavation work shall be performed in a safe and proper manner with suitable precautions being taken against hazards of every kind in accordance with Article 6.13 of the General Conditions. Trench excavations shall provide adequate working space and clearances for the Work to be performed herein, and for installation and removal of any sheeting and shoring that may be required.
- C. No backfill materials shall be installed on frozen surfaces, nor shall frozen materials, including the backfill itself, snow, or ice be placed in any backfill.
- D. The **CONTRACTOR** shall attentively examine the Site in such a manner that he can confirm existing Subsurface and Physical Conditions and Underground Facilities in accordance with Article 4 of the General Conditions. He shall satisfy himself of the quality and quantity of exposed materials and subsurface soil or rock deposits and depths to groundwater. The selection of equipment for use on the Project and the order of Work will be the **CONTRACTOR's** responsibility such that the requirements included in the following sections have been met.

2.0 Compaction Testing

- A. Where referred to herein, relative compaction shall mean the in-place dry density of soil expressed as a percentage of the maximum dry density of the same material, as determined by ASTM D1557, Compaction Test Procedure. Optimum moisture content shall mean the moisture content at maximum dry density as determined above. The **CONTRACTOR** shall be totally responsible for attaining the required densities throughout the trench. The **OWNER** may take periodic and random field density tests at his cost to assure compliance in accordance with Article 13.0 of the General Conditions. This testing, however, shall in no way relieve the **CONTRACTOR** of his responsibility for attaining the required densities including obtaining confirmation from independent laboratories at his cost that the densities are meeting the Specifications. Any soils that fail to meet the required densities shall be considered as defective Work and will be treated in accordance with Article 13.06 of the General Conditions. This includes, but is not limited to, the **CONTRACTOR** being responsible for paying the costs associated with retesting the rejected area following correction of the Work.

3.0 Materials

A. Pipe Bedding and Trench Backfill

1. Bedding and backfill materials are specified on the drawings.
2. All trenches shall be backfilled after pipe fittings and appurtenances have been installed, inspected, and approved for backfill.
3. Bedding and backfilling shall include the placement and compaction of the material in trenches or excavations. All bedding and backfill shall be compacted throughout with approved compaction equipment.

4.0 Construction

A. Trench Configuration and Alignment

1. Trenches and other excavations shall have the minimum width which the **CONTRACTOR** can effectively excavate and install the improvements. Excessive widths will not be permitted. Within the pipe bedding zone, trenches shall have a required width between 12 and 24 inches greater than the outside diameter of the pipe to be installed. This shall include the width required for trench shoring. Deviations from this required width must be submitted to the **ENGINEER** in writing for approval. The bottom of the trench shall be graded uniformly to provide a continuous and uniform support for the bedding material under the pipe and to allow the pipe to be laid to the grades and alignments shown in the Plans.

B. Pipe Bedding

1. The trench shall be over-excavated to the depth below the bottom of the pipe shown in the Drawings. The pipe bedding at the trench bottom shall have a flat or semicircular cross section. The bottom of the trench for all pipe shall be graded and prepared to provide a firm and uniform bearing throughout and entire length of each length of pipe except for the excavation required at the joints. Pipe couplings shall not rest on the trench bottom and laying the pipe on mounds will not be allowed.

C. Procedure at Pipe Zone

1. After center loading the pipe to prevent lateral movement, the material specified in the trench detail shown on the Drawings shall be placed in the trench simultaneously on each side of the pipe for the full width of the trench in layers not to exceed 8 inches in loose depth. The bedding shall be thoroughly worked into the pipe haunches with a J-bar or other acceptable device. Each layer or lift shall be compacted on each side of the pipe throughout the pipe zone to the densities shown in the Drawings.

D. Procedure above the Pipe Zone

1. The backfill shall meet the requirements of the trench details shown on the Drawings. All backfill material shall be placed in layers not to exceed 12 inches in loose thickness. The lift should then be compacted with approved compaction equipment to the densities shown in the trench section on the Drawings.

5.0 Sheeting and Shoring

- A. Excavation for trenches shall meet all applicable Laws and Regulations in accordance with paragraph 6.13 of the General Conditions.
- B. During backfilling, any shoring shall be carefully removed by **CONTRACTOR** in such a manner as will result in a minimum of caving, lateral movement, or flowing of the soil. On approval of the **ENGINEER**, **CONTRACTOR** may leave shoring in place, but in such an event, no payment will be made by the **OWNER** for such materials left in place. Where trench shoring is left in place, it shall not be braced against the pipe.
- C. For all excavations in excess of five (5) feet, the **CONTRACTOR** shall submit in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by **CONTRACTOR** and accepted by **ENGINEER**.

6.0 Disposal of Materials Encountered During Trenching

- A. The legal disposal including the handling and transportation of excess soils shall be the responsibility of the **CONTRACTOR**. Debris-free soils may be evenly wasted on-site at locations approved by the **ENGINEER** and as shown on the Drawings. Such wasting must be bladed out, spread evenly and uniformly, proof rolled and compacted over the entire designated wasting area. Mounding will not be allowed.
- B. Vegetative matter may be chipped or shredded and used for erosion control in disturbed areas as directed by the **ENGINEER** or legally disposed of off Site.
- C. Waste materials encountered during trenching including but not limited to asphalt, concrete, abandoned utilities and other rubbish and waste materials shall be removed from the Site and legally disposed of.

7.0 Control and Disposal of Water

- A. The **CONTRACTOR** shall arrange for the legal disposal of water as a result of dewatering operations and meet all applicable Laws and Regulations.
- B. When water is encountered, the **CONTRACTOR** shall furnish, install, maintain and operate all the necessary machinery, appliances, and equipment to keep excavations free from water until the placing of the bedding material, laying and joining of the pipe, pouring of concrete, and placing of the backfill material has been completed, inspected, and approved and all danger of flotation and other damages are removed.
- C. Water pumped from the trench shall be legally disposed of in such a manner as will not cause injury to the environment, public or private property, or constitute a nuisance or menace to the public.

8.0 Maximum Length of Open Trench

- A. Open trench at any one time shall be limited to 200 feet per pipeline laying crew; any exception to this requirement shall require the **ENGINEER's** approval.
- B. Trenching or excavation shall not be allowed to remain open during the hours of darkness or on weekends, holidays, or other periods when the Work is not in progress. During such periods, trenching or excavations shall be backfilled to the surrounding grade or completely covered with steel plating or other suitable materials. With prior written concurrence of the **ENGINEER** that such measures are impracticable, the **CONTRACTOR** may erect sound and substantial fencing and/or barricades completely around the periphery of such trenching or excavations to the satisfaction of the **ENGINEER**.

9.0 Special Foundation Treatment

- A. Whenever the bottom of the trench is soft, yielding, or, in the opinion of the **ENGINEER**, otherwise unsuitable as a foundation for the pipe or bedding material, the unsuitable material shall be removed and replaced with suitable excavated material or gravel. Payment of this Work will be made only if the bottom of the trench has become unstable due to circumstances beyond the control of the **CONTRACTOR**. Payment for this Work will be made in accordance with the Article 12 of the General Conditions.

10.0 Repairs Required by Trench Settlement

- A. If, at any time during a period of one (1) year dating from the date of Substantial Completion of the Project, there shall be any settlement of the trenches requiring repairs to be made, or should any other defect appear in the system due to negligence or carelessness on the part of the **CONTRACTOR**, the **OWNER** will notify the **CONTRACTOR** to immediately make such repairs as may be deemed necessary at the **CONTRACTOR's** expense.

Section 02510
Water Piping and Appurtenances

1.0 Applicable Publication

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

1. American National Standards Institute (ANSI) Publications:

- | | | |
|----|--------------|--|
| a. | B16.18-1978 | Cast Copper Alloy Solder-Joint Pressure Fittings |
| b. | B16.22-1980 | Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings |
| c. | B16.26-1975 | Cast Copper Alloy Fittings for Flared Copper Tubes |
| d. | B18.2.2-1972 | Square and Hex Nuts |
| e. | B18.5-1978 | Round Head Bolts (Inch Series) |

2. American Society for Testing and Materials (ASTM) Publications:

- | | | |
|----|-----------|---|
| a. | A 47-77 | Malleable Iron Castings |
| b. | A 48-76 | Gray Iron Castings |
| c. | A 307-80 | Carbon Steel Externally Threaded Standard Fasteners |
| d. | B 32-86 | Solder Metal |
| e. | B 42-82 | Seamless Copper Pipe, Standard Sizes |
| f. | B 88-81 | Seamless Copper Water Tube |
| g. | C 94-81 | Ready-Mixed Concrete |
| h. | C 150-81 | Portland Cement |
| i. | D 2241-80 | Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR) |
| j. | D 2564-80 | Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings |
| k. | D2774-72 | Underground Installation of Thermoplastic Pressure Piping, (R 1978) |
| l. | D 2855-81 | Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings |

- m. D 3139-77 Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
 - n. D 3261-85 Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
 - o. F 402-80 Safe Handling of Solvent Cements and Primers Used for Joining Thermoplastic Pipe and Fittings
 - p. F 477-76 Elastomeric Seals (Gaskets) for Joining Plastic Pipe (R 1981)
3. American Water Works Association (AWWA) Publications:
- a. C110-77 Gray-Iron and Ductile-Iron Fittings, 3 in. through 48 in., for Water and Other Liquids
 - b. C151 Ductile-Iron Pipe (DIP), Centrifugally Cast, for Water and Other Liquids
 - c. C500-80 Gate Valves, 3 in. through 48 in. NPS, for Water and Sewage Systems
 - d. C502-80 Dry-Barrel Fire Hydrants
 - e. C601-81 Disinfecting Water Mains
 - f. C606-81 Grooved and Shouldered Type Joints
 - g. C800-66 Threads for Underground Service Line Fittings
 - h. C900-81 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for Water
 - i. C901-78 Polyethylene (PE) Pressure Pipe, Tubing and Fittings, 1/2 in. through 3 in., for Water
4. National Fire Protection Association (NFPA) Publication:
- a. NFPA 24-1981 Installation of Private Fire Service Mains and Their Appurtenances
5. Underwriters' Laboratories, Inc. (UL) Publications:
- a. UL 246-79 Hydrants for Fire-Protection Service, with revision dated January 4, 1982
 - b. UL 262-80 Gate Valves for Fire Protection Service

- c. UL 789-82 Indicator Posts for Fire Protection Service, with revision dated July 27, 1982
- 6. Uni-Bell Plastic Pipe Association (UNI) Publication:
 - a. UNI-B-3-79 Installation of Polyvinyl Chloride (PVC) Pressure Pipe Complying with AWWA Standard C-900
- 7. Standard Specifications for Public Works Construction; as adopted by Lander County, dated 2007.

2.0 General Requirement

- A. This section covers pressure water supply polyvinyl chloride pipe, ductile iron pipe, and high density polyethylene pipe which shall be furnished and installed complete with all jointing materials, fittings and other appurtenances shown on the plans or otherwise required for a complete installation. The **CONTRACTOR** shall furnish, install and test pipe, fittings and appurtenances of the dimensions and types and to the lines and grades shown on the plans and specified herein.
- B. Identification Marks. Pipe and couplings shall be clearly and permanently marked with all information required by AWWA C900.
- C. Testing. All materials shall be sampled and tested in accordance with all requirements of AWWA C900. Pipe not manufactured in the United States shall be tested as required above by an approved testing laboratory within the United States.
- D. Affidavit of Compliance. The manufacturer shall furnish an affidavit of compliance certifying that all tests have been conducted and that the materials comply with the applicable standards and these specifications. Test information shall be retained and shall be available if required by the Engineer.
- E. Installation shall conform to the requirements of AWWA C-651-86 for pressure lines except as modified by these specifications and as shown on the plans.
- F. All laying, jointing and testing for defects and leakage shall be performed in the presence of the **ENGINEER** or the Resident Project Representative and shall be subject to his approval before acceptance. Materials found during construction to have defects will be rejected and the **CONTRACTOR** shall promptly remove such defective material from the site.

3.0 Submittal

- A. Submit manufacturer's standard drawings or catalog cuts of items specified.

4.0 Delivery, Storage And Handling Of Materials

- A. Delivery and Storage: Inspect materials delivered to site for damage. Unload and store with minimum handling. Materials stored on-site shall be in enclosures or under protective covering. Plastic piping and rubber gaskets shall be under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.
- B. Handling: Handle pipe, fittings, valves, hydrants, and other accessories in such manner as to ensure delivery to the trench in sound undamaged condition. Take special care to avoid injury to coatings and linings on pipe and fittings; make satisfactory repairs if coatings or linings are damaged. Carry pipe to the trench; do not drag it. Do not leave rubber gaskets and plastic piping that are not to be installed immediately out in the sunlight, but store under cover out of direct sunlight.

5.0 Pressure Pipe

- A. PVC Pipe: As Specified in Section 02536 (if applicable)
- B. HDPE Pipe: As Specified in Section 02539 (if applicable)
- C. Ductile Iron Pipe: As Specified in Section 02533 (if applicable)
- D. Polyethylene encasement: Polyethylene encasement shall comply with ISO 8180, ANSI/AWWA, A21.5/C105 and ASTM A674. Encasement shall be US pipe polyethylene encasement for ductile iron pipe or approved equal.
- E. Polyethylene tubing shall be copper tubing size, pressure class 200.

6.0 Rubber Rings

- A. Rubber rings for joint sealing shall conform to ASTM D1869.

7.0 Fittings

- A. Fittings shall be standard gray iron or ductile iron conforming to ANSI A21.10 (AWWA C110). Cast iron fittings shall be pressure rated for 250 psi. Ductile iron for fittings shall conform to ASTM A536, Grade 80-60-03 or 70-5-05.
- B. Fittings shall be mortar lined in accordance with ANSI A21.4 (AWWA C104). Exterior shall be shop-coated with a bituminous coating.
- C. Flanges:
 - 1. Flanges shall conform to ANSI B16.1 and shall have bolt circles compatible with ANSI 125/150 lbs. Bolts shall be made of corrosion-resisting steel conforming to the requirements of ASTM A193, Grade B7. Bolts shall conform to ASTM A194, Grade 2H Heavy Series. The fit shall be free fit (Class 2), except that medium fit (Class 3) shall be provided in holes tapped for studs.

2. Studs and bolts shall be of such length that no less than ¼-inch no more than 1/2-inch will be projected through the nut when drawn tight. All bolt heads and nuts shall be hexagonal except where special shapes are required.
 3. Gaskets shall conform to ASTM D1330, Grade I, red rubber, ring type, 1/8-inch thick.
- D. Mechanical joints shall conform to ANSI A21.11.
- E. Restrained Mechanical Joints
1. Ductile Iron Pipe: Mechanical joint valves and fittings where indicated on the Drawings shall be restrained using a mechanical joint ductile iron retainer gland, shall have a pressure rating of 350 psi, and shall be EBBA Series 1200, or **ENGINEER** approved equal.
 2. PVC Pressure Pipe: Mechanical joint valves and fittings where indicated on the Drawings shall be restrained using a mechanical joint PVC pressure pipe retainer gland rated for a minimum 150 psi working pressure, and shall be EBBA Series 2000, or **ENGINEER** approved equal.
- F. Mega Flanges (MF)
- Mega Flanges shall be made of ductile iron conforming to ASTM A536 and have flange bolt circles compatible with ANSI 125/150 lb. standard. Flange adapters shall be capable of a minimum of three degrees of deflection during assembly or permit lengths of pipe to be field cut to within 0.6 of maximum distance between flanges to allow for simplified alignment of flanged appurtenances. The mega flanges shall have a pressure rating of 350 psi when used on ductile iron pipe and a pressure rating equal to the pipe when used on PVC pipe. Mega Flanges shall be EBBA Series 2100 Mega Flange, or **ENGINEER** approved equal.
- G. Insulating Flange Sets
- Flange insulation sets shall contain full-faced gaskets, full-length sleeves, and double washers. Insulation material for the flange insulation sets shall be phenolic resin and flanged-faced gaskets shall be neoprene-faced phenolic resin. All insulating materials shall be of a type designated by the manufacturer as suitable for use at operating pressures of 150 psi. Flange insulation sets shall be approved by **ENGINEER** prior to installation.

8.0 Valves & Valve Boxes

- A. Gate Valves: As Specified in Section 15110
- B. Butterfly Valves: As Specified in Section 15110
- C. Valve Boxes: Cast Iron Valve boxes or approved equal shall be provided.

9.0 Service Clamps

- A. Service clamps shall be full circle type, AWWA approved for PVC or ductile iron pipe, of the size specified in the bid schedule. Service Saddles shall be Muller epoxy coated steel or approved equal.

10.0 Corporation Stops

- A. Corporation stops shall be ball valve, bronze conforming to ASTM B 61 (AP) or ASTM B 62, and suitable for a working pressure of 150 psi. Inlet end shall be IP threaded; outlet end shall be suitable for connection to PE plastic pipe, Mueller Ori Seal, or approved equal.

11.0 Tapping Sleeves

- A. Tapping sleeves: Shall be constructed of stainless steel rated to a pressure of 150 psi. Sleeves shall be Mueller or approved equal tapping sleeves.

12.0 Underground Warning Tape

- A. Underground warning tape shall be detectable metallic and minimum 3 inches wide. The tape shall be of the specific color and wording as indicated on the Drawings.

13.0 Chlorine Tablets & Adhesive

- A. Adhesive shall be Permatex No. 1 or any alternative approved by the Engineer.

14.0 Trenching, Bedding, And Backfill

- A. Requirements for trenching, excavation, bedding and backfill shall be as specified in Section 02315 of these Specifications; and as required by applicable permits and regulations; and as required by applicable safety codes.
- B. Pipe shall be laid on a shaped trench foundation or shaped bedding as required and with properly dug bell or coupling holes. Supporting pipe on blocks or mounds of earth or bedding material will not be permitted.

15.0 Handling

- A. Pipe, fittings and accessories shall be handled in a manner that will insure installation in a sound, undamaged condition. Equipment, tools, and methods used in unloading, reloading, hauling, and laying pipe and fittings shall be such that the pipe and fittings are not damaged. Hooks inserted in ends of pipe shall have broad, well-padded contact surfaces. No unpadded hooks or wire brushes shall be permitted to contact plastic lining. Pipe and fittings in which lining has been broken, split, or loosened shall be replaced by and at the expense of the **CONTRACTOR**. Where damaged areas are small and readily accessible, the **CONTRACTOR** may be permitted to repair the lining in accordance with the manufacturer's instructions.

16.0 Cutting

- A. Cutting and machining of pipe shall be accomplished in accordance with the pipe manufacturer's standard recommendations. Pipe shall not be cut with a cold chisel, flame, standard iron pipe cutter, nor any other method that may fracture the pipe, produce ragged, uneven edges, or split the pipe end. Cut ends shall be machined smooth to the proper dimensions.

17.0 Pipe Laying

- A. The pipe shall be laid to the lines shown on the plans and specified herein and the sections shall be closely jointed to form a smooth flow line. Immediately before placing each section of pipe in final position, the bedding shall be checked by the Engineer for firmness and uniformity of surface. Vertical deviations shall be field fit by **CONTRACTOR** and at no time shall vertical curve radii exceed manufacturer's recommendations. **CONTRACTOR** shall supply and install vertical elbows as required to maintain minimum depth requirements.
- B. The radius of curvature of the trench shall determine the maximum length of pipe section that can be used without exceeding the allowable deflection at a coupling. The deflection at any flexible joint shall not exceed that prescribed by the manufacturer of the pipe. The manufacturer's printed installation guide outlining the radii of curvature that can be negotiated with pipe sections of various lengths shall be followed.
- C. Proper implements, tools, and facilities as recommended by the pipe manufacturer's standard printed installation instructions shall be provided and used by the **CONTRACTOR** for safe and efficient execution of the work. All pipe, fittings, valves, and accessories shall be carefully lowered into the trench by means of derrick, ropes, or other suitable equipment in such a manner as to prevent damage to pipe and fittings. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.
- D. The pipe and accessories shall be inspected for defects prior to lowering into the trench. Any defective, damaged, or unsound pipe shall be repaired or replaced. All foreign matter or dirt shall be removed from the interior of the pipe before lowering into position in the trench. Pipe shall be kept clean during and after laying. All openings on the pipe line shall be closed with watertight expandable type sewer plugs or test plugs at the end of each day's operation or whenever the pipe openings are left unattended. The use of burlap, wood, or other similar temporary plugs will not be permitted.

18.0 Jointing

- A. Each pipe joint shall be joined either with a coupling consisting of a PVC sleeve and 2 rubber gaskets or an integral bell with one rubber gasket.
- B. The gasket and the gasket seat inside the collar or bell shall be wiped clean before the gasket is inserted. At this time a thin film of lubricant shall be applied to the gasket and to the outside of the clean pipe end. Lubricant other than that furnished with the pipe shall not be used. The end of the pipe shall be then forced into the collar or bell to complete the joint.

- C. The assembly of the joint shall be made in accordance with the printed recommendations of the manufacturer. This shall be accomplished with an assembly tool if so recommended by the manufacturer, so that the resulting position of the sleeve shall be such that it is centered over pipe ends. After assembling the coupling, the rubber gasket location shall be checked with a suitable gauge. Gaskets for the full circumference of the pipe shall be located at a distance from the coupling or bell end as recommended by the manufacturer of the couplings. If the distance does not fall within required limits, the joint shall be disassembled and reassembled in an acceptable manner.
- D. When pipe laying is not in progress, the open end of the pipe shall be closed by approved means to prevent trench water from entering pipe. Adequate backfill shall be deposited on pipe to prevent floating of pipe. Any pipe which has floated shall be removed from the trench, cleaned, and re-laid in an acceptable manner. No pipe shall be laid when, in the opinion of the **ENGINEER**, the trench conditions or weather are unsuitable for such work.
- E. The lubricant used in the installation of sealing gaskets shall be suitable for use in potable water. It shall be delivered to the job in enclosed containers and shall be kept clean.

19.0 Installation of Fittings

- A. Fittings shall be installed utilizing standard installation procedures. Fittings shall be lowered into trench by means of rope, cable, chain, or other acceptable means without damage to the fittings. Cable, rope, or other devices used for lowering fitting into trench, shall be attached around exterior of fitting for handling. Under no circumstances shall the cable, rope, or other device be attached through the fitting's interior for handling. Fitting shall be carefully connected to pipe or other facility, and joint shall be checked to insure a sound and proper joint.

20.0 Thrust Blocking

- A. Thrust blocks shall be installed such that they bear against the pipe fitting (not the pipe) on one side and against undisturbed earth on the other side.
- B. Thrust block concrete shall not obstruct removal of flange bolts from fittings. Concrete shall be prevented from adhering to the fittings. Either a liquid bond breaker shall be applied to the fitting, or an impervious membrane (plastic, building paper, etc.) shall be used.
- C. Concrete thrust blocking shall be provided at all tees, elbows, wyes, caps, valves, hydrants, reducers, and other points of unbalanced thrust. Thrust blocking shall be poured so the thrust surface bears against undisturbed soil

21.0 Tracer Wire

- A. A 12 gauge, solid copper tracer wire with blue coating shall be placed on the bedding material prior to pipe placement.
- B. The tracer wire shall be extended into all valve boxes and test stations up to the cover.

- C. The tracer wire shall be placed under laterals and extended onto meter set up to the meter cover.
- D. The tracer wires shall be connected together in the empty valve box using an appropriately sized wire nut.
- E. Prior to acceptance of the water line, the **CONTRACTOR** shall demonstrate continuity through the performance of a continuity test after backfilling the trench in the presence of the Resident Project Representative.

22.0 Installation of Valve Boxes

- A. All buried valves and corporation stops shall be installed with valve boxes.
- B. Valve Boxes: Center the valve boxes and set plumb over the wrench nuts of the valves. Set valve boxes so that they do not transmit shock or stress to the valves. Set the valve box covers flush with the surface of the finished pavement as shown or such other level as may be ordered by the Engineer. Cut extensions to the proper length so that the valve box does not ride on the extension when set at grade.
- C. Backfill shall be the same as specified for the adjacent pipe. Place backfill around the valve boxes and thoroughly compact to a density equal to that specified for the adjacent trench and in such a manner that will not damage or displace the valve box from proper alignment or grade. Misaligned valve boxes shall be excavated, plumbed, and backfilled at the Contractor's expense.

23.0 Pressure Testing

- A. General
 - 1. The entire pressure pipeline shall be subjected to a pressure/leakage test in accordance with AWWA C-651-86 and the following procedure:
 - 2. Sections of the line not exceeding 5000 feet in length shall be tested by first filling the line with water and allowing the section to stand under slight pressure for 24 hours.
 - 3. The pressure shall then be raised to the 150 psig test pressure and held at that pressure by the addition of water for a minimum of two hours.
 - 4. The line shall then be allowed to stand for one hour without the addition of water and the pressure recorded at the end of that hour.
 - 5. The initial test pressure shall then be restored by addition of water and the quantity of water added to reach test pressure accurately measured and recorded. The quantity added shall not exceed 0.50 gallons per hour per 1000 ft for 6-inch pipe, 0.66 gallons per hour per 1000 ft for 8-inch pipe, 0.83 gallons per hour per 1000 ft for 10-inch pipe, 1.0 gallons per 1000 ft for 12-inch pipe, and 1.33 gallons per

1000ft for 16-inch pipe. Should the leakage exceed the specified amount or should leaks be otherwise noted, the **CONTRACTOR** shall locate points of leakage, rework the line and again test the line.

6. Except where otherwise required by permits or the direction of the **ENGINEER**, it is intended that the pressure/leakage test be conducted with the trench partially backfilled and the joints exposed.
7. All tools, pumps, fill points, gauges, meters, temporary valves and bulkheads, bracing, and other equipment needed for testing shall be provided by the **CONTRACTOR** at his expense and shall be subject to approval by the **ENGINEER**. Disposal of test water shall be as specified for disposal of flushing water. The test pressure shall be 150 psig measured at the low point of each test section.

B. Measurement of Leakage

1. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valued section thereof, to maintain pressure within 5 psi (0.35 Bar) of the specified test pressure after the air in the pipeline has been expelled and the pipe filled with water. The quantity of water supplied to maintain pressure shall be quantified by means of a positive displacement measurement from a reservoir of known volume. Leakage shall not be measured by a drop in pressure in a test section over a period of time.

C. Allowable Leakage

1. No pipe installation will be accepted if the leakage for the section of the line that is tested is greater than allowed by the Standard Specifications.
2. If the test leakage in any section is greater than permitted, the **CONTRACTOR** shall, at his own expense, locate and repair the defective materials until the leakage is within the permitted allowance. All visible leaks shall be repaired regardless of the amount or rate of leakage.
3. Disinfection of water mains shall be accomplished in accordance with all the requirements set forth in AWWA C651-86 unless otherwise specified herein.
4. Precautions shall be taken to protect pipe interiors, fittings, and valves against contamination. Pipe delivered for construction shall be strung so as to minimize entrance of foreign material. When pipe laying is not in progress, for example, at the close of the day's work, all openings in the pipeline shall be closed by water tight plugs. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.
5. If dirt that, in the opinion of the **ENGINEER**, will not be removed by flushing enters the pipe, the interior of the pipe shall be cleaned and swabbed as necessary with a 5 percent hypochlorite disinfecting solution.

6. No contaminated material capable of supporting prolific growth of micro-organisms shall be used for sealing joints. Packing material shall be handled in such a manner as to avoid contamination.
7. Yarning or packing material shall consist of molded or tubular rubber rings, rope of asbestos or treated paper. Materials such as jute or hemp shall not be used.

24.0 Disinfection

- A. Unless otherwise stated herein the tablet method of disinfection shall be used. However, since this method requires scrupulous cleanliness to be effective, it will not be allowed if trench water or foreign material has entered the main. If the pipe, in the **ENGINEER's** opinion, is not in a clean condition, another method prescribed in AWWA C651-86 shall be used for disinfection even if the tablets have already been installed.
- B. Tablets shall be placed in each section of pipe and also in hydrants, hydrant branches, and other appurtenances. They shall be attached by an adhesive, except for the tablets placed in hydrants and in the joints between the pipe sections. All the tablets within the main must be at the top of the main. If the tablets are fastened before the pipe section is placed in the trench, their position shall be marked on the section to assure that there will be no rotation.
- C. Chlorine tablets shall be attached to the pipe wall; there shall be no adhesive on the tablet except on the broad side next to the surface to which the tablet is attached.
- D. When installation has been completed, the main shall be filled with water at a velocity of less than 1 foot per second. This water shall remain in the pipe for at least 24 hours. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Contractor shall not operate any valve in the system without permission of the utility.
- E. The number of hypochlorite tablets to be attached to the inside of each section of pipe shall be as shown in the following table taken from AWWA C651-86:

Number of 5-G Calcium Hypochlorite Tablets
Required for Dose of 25 Mg/l*

Length of Section - Feet	Diameter of Pipe - Inches					
	4	6	8	10	12	16
13 or less	1	1	1	2	3	4
18	1	1	2	3	4	6
20	1	1	2	3	4	7
30	1	2	3	4	6	10
40	1	2	4	5	7	13

*Based on 3.25 g available chlorine per tablet.

- F. Final Flushing. After the applicable retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system, or less than 1 mg/l. Chlorine residual determination shall be made to ascertain that the heavily chlorinated water has been removed from the pipeline. **CONTRACTOR** shall conduct chlorine resident test in the presence of the **ENGINEER** or designated Utility personnel.
- G. Bacteriologic Tests. After final flushing and before the water main is placed in service, the **CONTRACTOR** shall collect a sample or samples from the end of the line and test for bacteriologic quality and shall show the absence of coliform organisms. Test shall be performed by a laboratory certified by the State of Nevada.
- H. If the initial disinfection fails to produce satisfactory samples, disinfection shall be repeated until satisfactory samples have been obtained. The tablet method cannot be used in these subsequent disinfections, and the continuous feed or slug method of chlorination shall be used. When the samples are satisfactory, the main may be placed in service.

END OF SECTION

Section 02533 Ductile Iron Pipe

1.0 General

- A. The **CONTRACTOR** shall furnish all materials, equipment, and services for the complete installation of ductile iron pipe. Ductile iron pipe shall be installed in the locations and of the sizes shown on the Drawings.

2.0 Materials

A. Ductile Iron Pipe

1. Unless otherwise specified or shown on the Drawings, ductile iron pipe shall be Pressure Class 350 (4"-12") or Pressure Class 250 (14"-20") and shall conform to the standard for "Ductile Iron Pipe, Centrifugally Cast, for Water, AWWA C151".
2. Restrained Joint Ductile Iron Pipe shall be per performance of AWWA C151; boltless, integral restraining system rated for 250 psi minimum working pressure; use ACIPCO Flex-Ring, Clow Super-Lock, US Pipe TR Flex, Griffin Snap-Lok or equal.
3. Ductile iron pipe shall be cement mortar lined in accordance with the standard for "Cement Mortar Lining for Ductile Iron Pipe and Fittings for Water, AWWA C104".
4. Ductile iron pipe installed below grade shall employ either mechanical joints or push-on joints conforming to the standard for "Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings, AWWA C111".
5. Ductile iron pipe installed above grade shall employ flanged joints conforming to the standard for "Flanged Ductile Iron Pipe with Ductile Iron or Gray Iron Threaded Flanges, AWWA C115".
6. Testing of ductile iron pipe shall be in accordance with Section 02510 of these Specifications.
7. All buried ductile iron pipe shall be wrapped in polyethylene in accordance with AWWA C105.

B. Fittings

1. Unless otherwise specified or shown on the Drawings, all fittings to be used with ductile iron pipe shall conform to the standard for "Ductile Iron and Gray Iron Fittings, 3-inch through 48 inch, for Water and Other Liquids, AWWA C110". All ductile iron pipe fittings shall be lined with cement mortar in accordance with the requirements of the standard for "Cement Mortar Lining for Ductile Iron Pipe and Fittings for Water, AWWA C104". All above grade fittings and joint connections shall be thoroughly cleaned and coated. Mechanical joint fittings shall be restrained with EBAA Megalug Series 1100 or **ENGINEER** approved equal where indicated on the Drawings.
2. All buried ductile iron fittings shall be wrapped in polyethylene in accordance with AWWA C105.

3.0 Installation

- A. Ductile iron pipe shall be installed in accordance with the standard for “Installation of Ductile Iron Water Mains and their Appurtenances, AWWA C600”, and the manufacturer’s recommendations except as otherwise provided herein or shown on the drawings.
- B. All damaged or defective ductile iron pipe and appurtenances shall be rejected and removed from the Project Site.
- C. Ductile pipe installation shall conform to the applicable part of Section 02315. Trenches shall be in a reasonably dry condition when the pipe is laid. The **CONTRACTOR** shall employ dewatering methods as required to maintain the trench in a reasonably dry condition. Necessary facilities shall be provided by the **CONTRACTOR** for lowering and properly placing the pipe sections into the trench without damage. The pipe shall be laid carefully to the lines and grades, or to the minimum depths shown on the drawings, and the sections shall be closely jointed to form a smooth flow line.
- D. The maximum allowable joint deflection for push-on type joint and mechanical joint pipe shall be as follows, but not to exceed manufacturer’s recommendations

Pipe Size	Deflection Angle Degree	Maximum Offset (inches)		Radius of Curve (feet)	
		18 ft. Length	20 ft. Length	18 ft. Length	20 ft. Length
Push-On Type Joint					
4" – 12"	2.5	9	10	415	460
Mechanical Joint Pipe					
4"	4.0	15	17	260	290
6"	3.5	13	15	295	330
8" – 12"	2.5	9	10	415	460
14" – 36"	3.0	11	12	340	380

Section 02536
Polyvinyl Chloride Pressure Pipe

1.0 General

- A. This specification designates general requirements for Polyvinyl Chloride (PVC) pressure pipe. The **CONTRACTOR** shall furnish all materials, equipment, and services for the complete installation of PVC pressure pipe. PVC pressure pipe shall be installed in the locations and for the sizes and pressure classes shown in the Plans.

2.0 Materials (2" – 3")

- A. Pipe

The materials shall meet ASTM D1784 cell class 12454B and manufactured in accordance with ASTM 02241 (pressure rating 160 and 200) or ASTM D1785 (schedule 40). Pipe shall be furnished in 20 foot laying lengths.

- B. Joints

Joints shall be either solvent weld joints or restrained gasketed joints. Elastomeric gaskets shall meet the requirements of the "Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe, ASTM F477".

- C. Fittings

Fittings shall be either solvent weld or restrained gasketed. Fittings shall carry the same pressure ratings as the pipe to which they are being utilized on.

3.0 Materials (4" – 12")

- A. Pipe

Unless otherwise specified or shown on the Drawings, polyvinyl chloride pressure pipe, 4 inches through 12 inches, shall be Class 150 DR 18 and shall conform to the "Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 inches through 12 inches, for Water, AWWA C900". Polyvinyl chloride pressure pipe shall have been manufactured within the 18 month period prior to installation. Polyvinyl chloride pressure pipe shall be date coded by the manufacturer with the **ENGINEER** being provided the manufacturer's code for translation.

- B. Joints

Unless indicated otherwise on the Plans, joints shall be integral bell and spigot with a solid cross section elastomeric ring. Joints shall meet the requirements of AWWA C900. Elastomeric rings shall conform to the "Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe, ASTM F477".

- C. Fittings

Unless otherwise specified or shown on the Drawings, all fittings to be used with polyvinyl chloride pressure pipe, 4 inches through 12 inches, shall conform to the standard for "Ductile

Iron and Gray Iron Fittings, 3 inches through 48 inches, for Water and Other Liquids, AWWA C110". All cast iron fittings shall be lined with cement mortar in accordance with the requirements of the Standard for "Cement Mortar Lining for Ductile Iron Pipe and Fittings for Water, AWWA C104".

Fittings shall be restrained with Megalug Series 2000 by EBAA Iron, Inc., or **ENGINEER** approved equal where indicated on the Drawings.

4.0 Materials (14" – 48")

A. Pipe

Unless otherwise specified or shown on the Drawings, polyvinyl chloride pressure pipe, 14 inches through 48 inches, shall be 165 psi DR 25 and shall conform to the "Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 14 inches through 48 inches, for Water, AWWA C905". Polyvinyl chloride pressure pipe shall have been manufactured within the 18 month period prior to installation. Polyvinyl chloride pressure pipe shall be date coded by the manufacturer with the **ENGINEER** being provided the manufacturer's code for translation.

B. Joints

Unless indicated otherwise on the Plans, joints shall be integral bell and spigot with a solid cross section elastomeric ring. Joints shall meet the requirements of AWWA C905. Elastomeric rings shall conform to the "Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe, ASTM F477".

C. Fittings

Unless otherwise specified or shown on the Drawings, all fittings to be used with polyvinyl chloride pressure pipe, 14 inches through 48 inches, shall conform to the standard for "Ductile Iron and Gray Iron Fittings, 3 inches through 48 inches, for Water and Other Liquids, AWWA C110". All cast iron fittings shall be lined with cement mortar in accordance with the requirements of the Standard for "Cement Mortar Lining for Ductile Iron Pipe and Fittings for Water, AWWA C104".

Fittings shall be restrained with Megalug Series 2100 by EBAA Iron, Inc., or **ENGINEER** approved equal where indicated on the Drawings.

5.0 Installation

- A. Polyvinyl chloride pressure pipe shall be installed in accordance with "Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water, AWWA C605", and the manufacturer's recommendations except as otherwise provided herein or shown on the Drawings.
- B. Polyvinyl chloride pressure pipe showing signs of physical damage or unacceptable ultraviolet exposure as determined through visual inspection by the **ENGINEER** will be rejected.
- C. Polyvinyl chloride pressure pipe shall be deflected uniformly throughout each pipe length. Deflection shall be accomplished by staking the pipe on both sides of the joint so that deflection at the joint is minimized. The maximum allowable pipe deflection for factory belled pipe shall be as follows but not to exceed the manufacturer's recommendations

Pipe Size	Maximum Offset (inches)	Minimum Radius of Curvature for 20' Lengths
4"	24"	100'
6"	17"	144'
8"	12"	189'
10"	11"	231'
12"	9"	275'
14"	10"	255'
16"	8"	290'
18"	7"	325'
20"	7"	360'
24"	6"	430'

- D. Testing of PVC pressure pipe shall be in accordance with Section 02510 of these specifications.

Section 02601 Manholes

1.0 General

Except as otherwise permitted herein, manholes shall be constructed of precast, reinforced concrete sections on precast or cast-in-place, reinforced concrete bases. The **CONTRACTOR** is advised that precast manhole bases may not be desirable for all instances in rehabilitation type work. Manholes shall conform to the size, shape, form and details shown on the Plans.

2.0 Materials

A. *Precast Concrete Sections and Bases*

All precast cylinder units, precast concrete taper sections and precast base units (when allowed) shall meet the strength requirements for "Precast Reinforced Concrete Manhole Risers and Tops", ASTM C 478. Design and manufacturer shall be based on H20 loading. The **CONTRACTOR** shall submit Shop Drawings of all of the precast manhole units he proposes to use.

B. *Concrete*

All concrete used in the construction of manholes, including barrel and base sections, shall conform to ASTM C 478 and contain Class F fly ash in a quantity between 15 and 25 percent of the total cementitious material by weight.

C. *Curing*

All precast concrete manhole sections shall be cured in accordance with the methods specified in ASTM 478. The facilities for curing shall be subject to the approval of the **ENGINEER**. No precast manhole sections shall be delivered to the job Site until the specified minimum compressive strength has been obtained.

D. *Frames and Covers*

Manhole frames and covers shall be of gray iron, shall meet the requirements "ASTM A48-53B" and shall conform to the details shown on the Plans.

E. *Joint Sealing Compound*

Precast manhole sections shall be jointed with a preformed joint sealer meeting the requirements of ASTM C 990 or a rubber gasket meeting the requirements of ASTM C 443.

F. *Drop Manhole*

Drop manholes shall be constructed at the location and in conformance with the details shown on the Plans. Materials and construction of drop manholes shall conform in all respects to the applicable provisions of these Specifications for standard precast manholes (including frames and covers), with modifications for the addition of drop inlet pipe of the diameter noted on the Plans or these Specifications. Drop connections shall be built along the line of the pipe at the points indicated on the Plans. They shall be of precast concrete construction conforming to the Specifications for precast concrete manhole

Fittings for drop sewer connections shall be set in the manner shown on the Plans. In all drop sewer connections, the drop wye and other fittings shall be of polyvinyl chloride pipe encased in concrete as shown on the Plans.

G. *Steps*

Steps shall meet the requirements of ASTM C 478 and the testing requirements of ASTM C497. Steps shall be polyethylene coated and steel reinforced as manufactured by M.A.

Industries or approved equal. Steps shall be installed when indicated in the Drawings.

3.0 Installation

A. *Transportation and Delivery*

Every precaution shall be taken to prevent injury to the precast manhole sections during transportation and unloading of the sections. The precast sections shall be unloaded using skids, pipe hooks, rope slings or suitable power equipment, if necessary, and the sections shall be under perfect control at all times. Under no conditions shall the precast sections be dropped, dumped or dragged.

If any precast section is damaged in the process of transportation or handling, such section shall be rejected and immediately removed from the Site and replaced at the **CONTRACTOR's** expense.

B. *Excavation and Backfill*

Excavation and backfill shall be done in accordance with section 02315 of the Specifications.

C. *Cast-in-Place Bases*

Manhole bases shall be constructed to the form and dimensions shown on the detailed Plans. Said concrete bases shall be formed and poured on prepared foundation material as shown in the Plans. That portion of the base above the invert elevation of the sewer pipe shall be formed to provide a smooth channel section. The forms shall be checked and approved by the Resident Project Representative for accuracy of dimensions and relative smoothness prior to pouring the base. Channels shall vary uniformly in size and shape from inlet to outlet if required. The manhole base shall be poured as one monolithic pour.

D. *Joint Sealing Compound*

The sealing compound shall be applied as follows:

The joint shall be cleaned with a brush. The silicon treated protective paper shall be removed from one side of the preformed rope and preformed rope shall be laid paper side up on the cleaned joint surface. The surface shall be pressed firmly end-to-end around the entire joint making 1-inch laps where necessary. The protective paper shall be removed from the preformed rope and the next section shall be lowered into place.

Sufficient preformed joint sealing compound shall be installed so as to completely fill the joint and show a "squeeze-out".

E. *Pipe and Fittings*

All sewer pipe and fittings, including installation at manholes shall conform to the provisions of the specifications of the designated pipe and fittings. Pipe to manhole connections shall meet the requirements of ASTM C 923.

F. *Elevation*

Each manhole section shall be set perfectly plumb. Sections of various heights shall be used in order to bring the top of the manhole ring and cover to the required elevation.

The elevations at which manhole frames and covers are to be set shall conform to the requirements set forth on the Plans, but in all cases shall be governed by the **ENGINEER** in the field. Manhole frames shall be set at the required grade and shall be securely attached to the top precast manhole shaft unit.

G. *Control and Disposal of Water*

1. The **CONTRACTOR** shall submit a dewatering plan prior to construction.
2. The **CONTRACTOR** shall furnish, install, maintain and operate all the necessary machinery, appliances, and equipment to keep excavations free from water until the placing of the pipe bedding material, laying and joining of the pipe, pouring of concrete, and placing of the backfill material has been completed, inspected, and approved and all danger of flotation and other damages are removed.
3. Groundwater pumped from the trench shall be legally disposed of in such a manner as will not cause injury to the environment, public or private property, or constitute a nuisance or menace to the public.

H. *Final Preparation and Cleaning*

All lift holes and irregularities in the concrete bases, walls and cones shall be filled in and patched with a suitable filling compound. Any holes $\frac{1}{4}$ inch and larger (as measured in any direction) shall be filled and patched on both the interior and exterior surfaces. The interior of the manhole shall be free of all surface irregularities. All manholes shall be thoroughly cleaned of any accumulation of silt, debris or foreign matter of any kind, and shall be clear of such accumulations at the time of final acceptance. Each joint between manhole sections, grade rings, and frame and cover shall be patched with a non shrink epoxy grout.

4.0 Testing

It is the intent of the Contract Documents that all manholes and appurtenances be as watertight and free from infiltration and exfiltration as possible. The adequacy of manholes and appurtenances as to water tightness shall be determined by vacuum testing all of the manholes as described below and per ASTM C1244 prior to backfill and then again after the manhole installation is complete. If the manhole fails the test or there is any evidence of leakage the manhole shall be repaired to the satisfaction of the **ENGINEER** at the sole expense of the **CONTRACTOR** and retested.

1. *Scope*

The manhole shall be vacuum tested both before backfill occurs (to the cone) and after backfilling is complete (when the grade rings and frame are in place).

2. *Preparation of Manhole*

1. All lift holes shall be plugged
2. All pipes entering or exiting the manhole shall be temporarily plugged, taking care to securely brace the pipes and plugs to prevent them from being drawn into the manhole.

3. *Procedure*

1. The test head shall be placed at the top of the manhole cone prior to backfilling and to the grade rings and cover frame castings after backfilling.
2. The test must be performed with the Resident Project Representative observing the test.
3. A vacuum of 10 inches of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9 inches of mercury.
4. The manhole shall pass if the time for the vacuum reading to drop from 10 inches of

mercury to 9 inches of mercury meets or exceeds the time values shown in the table below;

TABLE - Minimum Test Times for Manholes

Manhole Depth, measured from invert to surface, ft	Minimum Time, seconds	
	48 inch Diameter	60 inch Diameter
<4	10	13
6	15	20
8	20	26
10	25	33
12	30	39
14	35	46
16	40	52
18	45	59
20	50	65
22	55	72
24	59	78
26	64	85
28	69	91
30	74	98

Section 02610 Gravity Sewer Piping

1.0 General

Piping shall be installed as indicated on the Plans. If the **CONTRACTOR** desires to change any of the piping layouts shown on the Plans, he shall submit to the **ENGINEER**, for approval, his detailed proposed layouts.

Any pipe which does not meet specifications or has been rejected, shall be removed from the Site and disposed of by the **CONTRACTOR** at no extra cost to the **OWNER**.

Where new fittings are to be cut into or attached to existing piping or where connections are to be made to existing piping, the **CONTRACTOR** shall furnish and install the necessary sleeves, reducers, flanges, nipples, couplings, fittings, etc. needed to accomplish the cutting-in of connections, whether specifically indicated on the Plans or not.

2.0 Buried Piping

All pipeline laid in open trenches shall conform to applicable parts of Section 02315 and 02622.

The laying of the pipe shall be in finished trenches free from water or debris and shall be commenced at the lowest point. Pipe shall be laid on an unyielding foundation with uniform bearing under the full length of the barrel. If the pipe bears top or bottom markings, it shall be placed with the markings on the top. All adjustments to line and grade shall be made by scraping away or filling in under the pipe.

Before (at least one week) excavation is started for any run of underground piping, the **CONTRACTOR** shall locate and expose all Underground Facilities, and other improvements to remain, which may be effected by the excavation, to avoid possible damages to these during excavation operations and so that it may be determined in advance if there will be any conflicts in location which will require resolution by the **ENGINEER**. The existing sewer mains and manholes, where encountered, shall be removed to allow the installation of the piping at the proposed alignment and grade and legally disposed of by the **CONTRACTOR**.

CONTRACTOR shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with Article 6.13 of the General Conditions.

3.0 Connection to In-Service Lines

When connections are made to an existing pipe, conduit, or other appurtenances, the actual elevation, size and position of which cannot be determined without excavation, the **CONTRACTOR** shall excavate and expose the existing improvement before trenching for or laying pipe, conduit or setting manholes on the Project. Any adjustments in line, grade or fittings shall then be made.

Service laterals that appear to be not in use shall be reported to the Resident Project Representative (RPR). Service laterals which appear to be not in use shall not be reconnected to new sewers without authorization from the RPR. Where there are non-connected wyes or tees in existing mains, they shall not be installed in new mains.

Every effort shall be made by the **CONTRACTOR** to minimize the length of existing services requiring dig up and replacement, but in no case shall the **CONTRACTOR** connect to an existing

deteriorated or infiltrating service. All connections to existing lines shall be constructed according to the Contract Documents.

When shut down of an in-service sewer line is necessary in order to connect to the new lines, a conference between the **CONTRACTOR** and the Resident Project Representative and operating supervisory personnel of the **OWNER** shall establish the time. If necessary, shutdowns may be scheduled during other than normal working hours, at no additional cost to the **OWNER**.

4.0 Sewer Rehabilitation

Adequate precautions shall be taken to prevent damage to the existing sewer system. Whenever there is a possibility that the **CONTRACTOR'S** operations may retard the flow in the sewers, the **CONTRACTOR** shall take adequate precaution to insure that no flooding or damage to private property or the existing sewer system occurs. All debris resulting from the **CONTRACTOR'S** operations shall be removed from the sewer system at the nearest manhole. There shall be no passing through any manhole of any material which could any way conceivably cause a stoppage as a result of the **CONTRACTOR'S** operations. All removed material shall quickly be disposed of and shall not create any health hazard or nuisance due to odors or unsightly conditions.

The **CONTRACTOR** is cautioned that the sewer system contains, or is likely to contain, confined spaces, infectious material, noxious and combustible gases, flammable liquids, disease carrying and/or poisonous insects and rodents and other hazards. The **CONTRACTOR** shall be solely responsible to instruct his personnel in appropriate hygiene, antidotes, safety precautions, first aid, and rescue procedures (see also Article 6.13 of the General Conditions - Safety and Protection).

5.0 Flow Control

All sanitary sewer systems shall remain in service during the progress of the Work unless a temporary interruption is specifically allowed by the **OWNER**.

Wherever sewage flows would interfere with the inspection of the Work or the **CONTRACTOR'S** Work, or there is a possibility of an overflow, the sewage shall be bypassed by means of tanker trucks or pumps, bypass pipelines, and sewer plugs, all of which shall be provided, maintained, and operated by the **CONTRACTOR**. The tanks and/or pumping system shall be of adequate capacity to handle peak flows including infiltration and inflow. Piping shall be routed in a manner approved by the **ENGINEER** and that least interferes with traffic. The **ENGINEER** shall be notified at least 24 hours in advance of each need for bypassing. If the bypass facilities fail, the **CONTRACTOR** shall take immediate action to repair the facilities and take whatever means necessary to prevent a spill from occurring.

Wherever sewage flow would interfere with the Work or inspection and can be temporarily stopped without causing overflows or disruption to any sanitary facilities a sewer plug may be inserted into the manhole upstream from the section in lieu of bypassing. The plug shall be designed so that all or any portion of the sewage flow can be released.

6.0 Gravity Pipe Testing

All sanitary sewers 6 inches and larger in diameter will require testing for alignment, grade, deflection and leakage. All the sanitary sewers shall also be video inspected.

The **CONTRACTOR** shall furnish all the necessary personnel, supplies, equipment, bulkheads, and whatever additional equipment is required to make any and all tests specified and shall make any and all repairs, including relaying if necessary, to any and all pipelines failing to pass the testing requirements of these Specifications. The costs of such testing shall be included in the Unit Price Work for the pipeline installation.

Despite any previous testing, all leaks or excessive deflections that may develop before the end of the one year guarantee period shall be repaired by the **CONTRACTOR** at no additional expense to the **OWNER**.

Prior to performing the video survey and mandrel tests the pipe shall be thoroughly cleaned. This shall be performed by flushing a sewer cleaning device through the pipe. This may be an inflated sewer cleaning ball, or a poly-pig type of cleaner that will fit snugly into the pipe. The cleaner shall be placed in the last cleanout or manhole on the pipe to be cleaned and water shall be introduced behind it. The cleaner shall pass through the pipe with only the pressure of the water propelling it. Other suitable cleaning methods may be submitted for approval to the **ENGINEER**. All debris flushed out ahead of the cleaning operations shall be removed at the first manhole where its presence is noted. In the event the cleaning is stopped by cemented or wedged debris or damaged pipe, the **CONTRACTOR** shall remove the obstruction.

1. *Vertical and Horizontal Alignment*

The vertical and horizontal alignment will be visually verified in the field by the Resident Project Representative and/or the **ENGINEER**. The following will be considered as acceptable field tolerances:

Horizontal Alignment	± 6 inches
Vertical Alignment	± .05 feet
Low Spots	1/4 inch maximum depth

2. *Video Inspection*

All sanitary sewer lines 6 inches and greater in nominal dimension shall be video surveyed. Such survey shall be accomplished no sooner than 30 days after backfill placement and compaction unless otherwise permitted by the **ENGINEER**. The purpose of the video inspection is to access the acceptability of the installed pipe with respect to unacceptable low spots and infiltration as a result of rolled gaskets, pulled joints and/or broken pipe.

After thoroughly cleaning the pipeline, the manhole sections (length of pipe between manholes) shall be visually inspected by means of a closed circuit color television. The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled by means specified in paragraph 5.0 to limit the maximum depth of flow as shown in the applicable Table.

The television camera used for the inspection shall be one specifically designed and constructed for such inspection and shall be capable of producing color videos. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera, television monitor, and other components of the video system shall be capable of producing a picture quality that is satisfactory to the **ENGINEER**; and if unsatisfactory, the pipeline will not be accepted until suitable equipment is used.

The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.

When manually operated winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communications between members of the crew.

The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the **ENGINEER**.

Allowable Maximum Depth of Flow During Video Inspections

Nominal PVC Pipe Size, inches	Maximum Allowable Depth of Flow, inches
6	1.1
8	1.5
10	1.9
12	2.8
15	3.5
18	4.2
21	5.0
24	5.6
27	7.9

Documentation of the television inspection results shall be as follows:

- (a) Television Inspection Logs: Printed location records shall be kept by the **CONTRACTOR** that will clearly describe the location in relation to an adjacent numbered manhole of each infiltration point, low spot, rolled gasket, broken pipe, pulled joint and/or deflected pipe observed during the television inspection. In addition, other points of significance such as the locations of service laterals and other discernible features shall be recorded.
- (b) Photographs: Instant developing, 35 mm, or other standard-size photographs of the television picture of all the problems encountered shall be taken by the **CONTRACTOR**.
- (c) DVD Recordings: The purpose of DVD recording shall be to supply a visual and audio record of the as built sewer system and define any problem areas found that will require correction. DVD recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the **CONTRACTOR**. Original DVD for the Project shall be forwarded to the **ENGINEER** with the final report submittals and shall become the property of the **OWNER**. Additional copies of the DVD's, if requested, shall be made by the **CONTRACTOR**, who shall maintain one copy of the digital record. All DVD's shall be professionally labeled showing the

OWNER's name, the lines recorded on the tape, and the name of the **CONTRACTOR**.

- (d) Accurate and continuous footage readings shall be superimposed on the video recording for each line inspected. Also shown shall be the date of inspection and the manhole number referenced on the Drawings for each manhole on the line section inspected.

A video survey of the Work completed shall be performed at a maximum of 30 day intervals throughout the Contract Time. The video survey shall include all completed Work from the previous 30 Days. Any defects found shall be immediately repaired by the **CONTRACTOR** and a new video survey performed of the entire failed section. Results of each video survey (videotapes and logs) shall be submitted to the **ENGINEER** in draft format within 15 Days of performing the video survey.

If the **CONTRACTOR** utilizes a Subcontractor to perform the video inspections, the Subcontractor must be approved by the **OWNER** prior to the performance of the Work. The **CONTRACTOR** shall review the draft printed records and the associated video records prepared by the Subcontractor and shall certify to the **ENGINEER** that he has reviewed the video reports and videotapes and that any items found which do not meet the Contract Documents have been accurately described in the reports. Such certification shall be in writing and shall be included with the draft reports and videotapes when submitted to the **ENGINEER** for review.

Two complete copies of the final project reports, following corrections of defects, shall be submitted to the **ENGINEER** prior to issuance of Substantial Completion of the Work along with one copy of the original DVD's and one copy of the original photos as required.

3. *Deflection Testing*

All installed pipe shall be tested to ensure that vertical pipe deflections do not exceed a maximum allowable deflection of 7.5 percent of the base inside diameter of the pipe. Deflection tests shall be performed no sooner than 30 days after completion of placement and densification of the backfill unless otherwise permitted by the **ENGINEER**.

The mandrel shall have an odd number of legs (9 legs minimum) and be a rigid, nonadjustable mandrel having an effective length not less than its nominal diameter. The 7.5 percent deflection mandrel dimensions are shown in the Table.

Immediately prior to performing the mandrel test, the lines being tested must be thoroughly cleaned. The mandrel shall be pulled through the pipe by hand to ensure that the maximum allowable deflections have not been exceeded.

If the mandrel fails to easily pass thru the pipe by pulling manually, the pipe will be deemed to be overdeflected and unacceptable. Such pipe will be uncovered and, if not damaged, reinstalled. Damaged pipe shall be removed from the Site and new pipe installed and retested.

7.5% Deflection Mandrel Dimensions

Nominal PVC Pipe Size, inches	7.5% Deflection Mandrel Outside Diameter, inches
6	5.31
8	7.09
10	8.84
12	10.51
15	12.86
18	15.7
21	18.5
24	20.80
27	23.44

4. *Air Exfiltration Testing*

All gravity sewer pipe shall be tested via low pressure air exfiltration after backfilling to final grade.

All plugs and caps should be secured to prevent blowouts. All pressurizing equipment shall include a relief valve set no higher than 9 psig to avoid over pressurizing. All laterals, stubs, and fittings should be plugged or capped to prevent air loss that could affect air test results. Pneumatic or mechanical testing plugs should be installed at each end of the pipe section to be tested.

Low pressure air should be slowly introduced into the test section until the air pressure reaches 4.0 psig greater than the average external pressure of any groundwater above the pipe. Maintain this internal pressure for at least two minutes to allow pressure stabilization, and then shut off the air supply.

At any convenient observed pressure reading between 3.5 and 4.0 psig greater than the average external pressure of any groundwater above the pipe, begin timing the pressure loss.

If the time shown in the Table for the designated pipe size and length elapses before the air pressure drops 0.5 psig, the section is considered to have passed the test. The test may be discontinued once the prescribed time has elapsed, even though the 0.5 psig loss has not occurred.

Specification Time Required for a 0.5 psig Pressure Drop¹

1 Pipe Dia (in)	2 Min time (min: sec)	3 Length for Min Time (ft)	4 Time for Longer Length (sec)	Specification Time for Length (L) Shown (min: sec)							
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft
4	1:53	597	.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:54

1. *If laterals are included in the test, their lengths shall be ignored for computing test times.*

Section 02622

PVC Gravity Sewer Pipe

1.0 General

This specification designates general requirements for unplasticized polyvinyl chloride (PVC) plastic gravity sewer pipe with gasketed bell and spigot joints for the conveyance of domestic sewage.

2.0 Materials

1. Pipe and fittings shall meet the requirements of ASTM Specification D 3034 for 4" - 15" SDR 35 and F 679 for 18" - 27" (T-1 or T-2).
2. The pipe and fittings shall be colored white or green for in-ground identification as sewer pipe. White pipe must include manufacturer markings on the pipe indicating it as being "SEWER" at minimum 3 foot intervals along the entire length of the pipe.
- C. Gasket materials used on the push on joints shall comply in all respects with ASTM F 477 and shall be suitable for immersion in normal domestic wastewater. The gasketed joint may be either of integral bell design or separate sleeve type coupling.
- D. Sizes and dimensions shall be as shown in the Drawings. Standard laying lengths shall be 20 ft. and 13 ft. \pm 1 inch. Specific required lengths are indicated on the Drawings.

3.0 Fittings

All fittings and accessories shall be as manufactured and furnished by the pipe supplier or approved equal and shall have bell and/or spigot configurations compatible with that of the pipe.

4.0 Installation

1. Trench and prepare foundation in accordance with Specification 02315.
- A. Clean the gasket, the bell and the groove area thoroughly. Do not remove gaskets from the bells when permanently installed.
2. Inspect the gasket, pipe spigot bevel, gasket groove and sealing surfaces for damage or deformation.
3. Clean the spigot end of the pipe removing any dirt or foreign material before assembly.
4. Avoid getting dirt into the bell or spigot.
5. Apply lubricant as specified by the pipe manufacturer. Use only lubricant supplied or approved by the pipe manufacturer.
6. Insert the spigot into the bell, closely following the manufacturers printed instructions for joining pipe, to the proper depth of insertion as indicated by markings on the pipe. Care shall be exercised to ensure that the spigot is not over inserted. If undue resistance to insertion of the pipe is encountered or the reference mark does not position properly, disassemble the joint and check the position of the gasket. If the gasket is twisted or pushed out of its seat, inspect the gasket and repair and/ or replace the gasket as necessary.
7. Place backfill and compact in accordance with Specification 02315.

Section 02656

Underground Marking Tape

1.0 General

Underground marking tape shall be installed above all buried sewer and water pipelines in the final lift and wrapped around all water pressure pipe which is being used for sewer applications.

2.0 Materials

Tape shall be detectable aluminum foil marking tape with nylon encasement. Tape width shall be three (3) inches and shall bear large printing denoting, "Buried Sewer Line Below" (for sewer applications), or "Buried Water Line Below" (for water applications).

3.0 Installation

Underground marking tape shall be installed according to the manufacturer's instruction and as shown on the Plans.

Marking tape shall also be wrapped around all water pressure pipe (where called for on the Drawings) that is being utilized for wastewater applications. One complete wrap per three lineal feet of pipe will be required.

Section 02741 Asphaltic Concrete Pavement

1.0 General

- A. This section specifies the requirements for construction and placement of asphaltic concrete pavement and aggregate base course.
- B. All Work performed under this section shall conform to the current edition of the Standard Specifications for Public Works Construction, hereinafter referred to as the "Orange Book".

2.0 Materials

- A. Aggregate Base

Aggregate base course materials shall be Type 2, Class B, per Section 200.01.03 of the Orange Book. Aggregate Base materials to be supplied and placed by the **CONTRACTOR** as required.

- B. Asphaltic Concrete

The asphalt concrete shall be a 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 or 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 self-propelled paver is prevented.

3.0 Construction

- A. The asphaltic concrete paving construction shall be subject to and governed by the applicable standards referenced.
- B. Asphaltic concrete pavement shall be constructed to the lines and grades shown in the Construction Drawings or described in the specifications.
- C. The thickness of the asphalt concrete shall be as shown on the Drawings or described in the specifications. The average of three thickness measurements spaced not more than 100 feet apart shall be at least equal to the specified thickness of asphalt concrete with no single measurement being less than 1/2 inch thinner than the specified thickness.
- D. Asphaltic concrete shall be placed when the weather and ground surface conditions meet or exceed the weather limitations of Section 320.03.05 of the Orange Book.
- E. Asphalt concrete shall be compacted in accordance with Section 320.06.02 of the Orange Book.

- F. A Tack coat shall be placed in accordance with the referenced specifications and shall be required when a new course of asphalt concrete is to be placed adjacent to and against or upon any existing asphalt or concrete surface. This includes any newly placed course upon which a subsequent course is to be placed. Tack coat shall consist of Type SS-1 or SS-1h emulsified asphalt in accordance with Sections 316 and 320.03.06 of the Orange Book.
- G. The surface shall be constructed to facilitate drainage and to prevent the ponding of water.
- H. Asphalt concrete shall receive a SS-1h Fog Seal per Section 317 of the Orange Book.
- I. 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.

4.0 Protection of Existing Roads

The **CONTRACTOR** shall take every precaution to protect the existing roads and pavement structure during the performance of the Work. Damaged pavements shall be repaired as per these specifications at the **CONTRACTOR's** sole expense.

END OF SECTION

Section 03100 Concrete Formwork

1.0 General

- A. This section of the Work shall include all labor, materials, equipment, and accessories necessary to furnish, install, and remove forms to receive all concrete specified in Section 03300 and as shown on the Plans.
- B. All inserts, anchors, hangers, bolts, pipe sleeves, structural steel shapes, and other imbedded items shown on the Plans shall be installed under this section of the Work.

All inserts, anchors, hangers, bolts, etc., specified in conjunction with other trades shall be furnished and installed by the trade concerned and under the supervision of the **CONTRACTOR**.
- C. Referenced Standards: Construct and erect concrete formwork in accordance with the applicable section of the following referenced standards and applicable construction safety regulations for the place of work:
 - 1. ACI 318 - Building Code Requirements for Reinforced Concrete
 - 2. ACI 347 - Recommended Practice for Concrete Formwork
- D. Materials delivered to the job shall be stored and protected so that there will be no inclusions of foreign or undesirable matter and no exposure to any element which would reduce the useful properties of the material.

2.0 Materials

- A. Plywood for exposed surfaces shall be Douglas Fir plywood conforming to American Plywood Association requirements for B-B PLYFORM, Class I or II. Alternate equal form material shall be subject to approval by the **ENGINEER** prior to use.
- B. Lumber for forming foundation and other minor surfaces shall be Douglas Fir or equal.
- C. Nails, spikes, lag bolts, through bolts, anchorages, etc., shall be sized as required to rigidly maintain formwork in place during concrete placement.
- D. Form ties shall be a snap-off metal type designed such that no metal will remain within 1-1/4" of the finished concrete surface after ties are snapped.
- E. Form release agent shall be colorless mineral oil or other agent which will not stain concrete or impair natural bonding or color characteristics of finished concrete coating.
- F. Fillets for chamfered corners shall be 1" x 1" rigid foam plastic or clear pine furnished in maximum possible lengths.

3.0 Execution

- A. The **CONTRACTOR** shall be responsible for the design of all forms and falsework supports. The design of all forms shall ensure that the various members are not stressed more than

allowed by the Uniform Building Code for the materials used.

- B. Verify lines, levels, and centers before proceeding with formwork. Ensure that dimensions agree with Plans.
- C. Care shall be taken to ensure that forms are true to the required lines, grades, and surfaces so as to give a uniform, neat, and workmanlike finish to all concrete surfaces. Form supports shall be of sufficient strength, properly braced, and on adequate foundations so that there shall be no settlings or distortion when the weight of the concrete is added. Forms for all concrete shall be of such strength and construction as to prevent any spread, shifting, or settling when concrete is deposited therein, and shall be tight enough to avoid any leakage or washing of cement mortar from the concrete.
- D. Arrange and assemble formwork to permit dismantling and stripping so that concrete is not damaged during its removal.
- E. Arrange forms to allow stripping without removal of principal shores where and when these are required to remain in place.
- F. Apply form release agent on formwork in accordance with manufacturer's recommendations. Apply prior to placing reinforcing steel, anchoring devices, and embedded items. Do not apply form release agent where concrete surfaces will receive finishes which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces wet prior to placing concrete, except in freezing weather.
- G. Provide formed openings where required for pipes, conduits, sleeves, and other work to be embedded in and passing through concrete members.
- H. Locate and set in place items which will be cast directly into concrete.
- I. Coordinate work of other sections and cooperate with trade involved in forming and setting openings, slots, recesses, chases, sleeves bolts, anchors, and other inserts.
- J. Install concrete accessories in accordance with manufacturer's recommendations; straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- K. All exposed concrete corners shall be chamfered 1 inch.
- L. When a concrete pour has been stopped for a sufficient length of time so that shrinkage or warp has separated the forms and the concrete, provisions shall be made to draw the forms into firm contact with the concrete before placing additional concrete. Care must be taken to prevent any shoulders or ledges being formed at a cold joint. Shear keys shall be formed at junctions between floors and walls.
- M. Forms to be reused shall be in good condition and shall be thoroughly cleaned before being used.
- N. Tolerance: The following maximum tolerance shall be allowed for form construction:
 - 1. Deviation from horizontal and vertical lines:
 - a. 1/4 inch in 10 feet

- b. 3/8 inch in 20 feet
 - 2. Deviation in cross-sectional dimensions in thickness of slabs and walls; plus or minus 1/4 inch.
 - 3. All other; plus or minus 1/2 inch.
 - 4. Individual form members shall be sufficiently rigid so as to limit deflection between supports to not more than L/360.
0. Cleaning
- 1. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain. Close temporary ports or openings with tight fitting panels flush with inside face of forms, neatly fitted so that joints will not be apparent in exposed concrete surfaces.
 - 2. Clean forms as erection proceeds to remove foreign matter. Remove cuttings, shavings, and debris within forms. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean out ports.
 - 3. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out completed forms unless formwork and concrete construction proceed within heated enclosures. Use compressed air or other means to remove foreign matter.
- P. Form Removal
- 1. Do not remove forms, shores, and bracing until concrete has gained sufficient strength to carry its own weight and construction loads which are liable to be imposed upon it. Verify strength of concrete by compressive test results.
 - 2. Remove formwork progressively and in accordance with code requirements and so that no shock loads or unbalanced loads are imposed on the structure.
 - 3. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against concrete surfaces.
 - 4. Remove forms not directly supporting weight of concrete as soon as stripping operations will not damage concrete.

END OF SECTION

Section 03200 Concrete Reinforcement

1.0 General

- A. This section of the Work shall include all labor, materials, equipment and services necessary for furnishing, detailing, and installing all concrete reinforcing material for all site and structural concrete shown on the Plans or specified herein.
- B. All concrete work shown or required is steel reinforced unless specifically shown as "plain concrete". Where reinforcing is not shown on a drawing and the drawing is not marked "plain concrete", then it shall be reinforced the same as other similar work where reinforcing is shown or detailed.
- C. Referenced Standards: Applicable sections of the late edition of the following referenced standards are incorporated as a part of this specification:
- | | | |
|-----------|---|---|
| ACI 318 | - | Building Code requirements for Reinforced Concrete. |
| CRS 63 | - | Recommended Practice for Placing Reinforcing Bars. |
| CRSI 65 | - | Recommended Practice for Placing Bar Supports Specifications, and Nomenclature. |
| ASTM A615 | - | Deformed and Plain Billet Steel bars for Concrete Reinforcement. |
| ACI 315 | - | American Concrete Institute-Manual of Standard Practice. |
- D. Quality Control
- Inspection of Reinforcing Steel: Before any concrete may be placed on any particular portion of the work, the reinforcing steel shall be checked and approved by the **ENGINEER** or his representative. Any errors or discrepancies found by him shall be corrected before concrete may be placed. Such check and approval shall not relieve the **CONTRACTOR** from responsibility for full compliance with contract requirements.
- E. Shop Drawings
- Shop drawings of all reinforcing steel shall be submitted to the **ENGINEER** for approval prior to fabrication. Drawings shall clearly indicate bar sizes, spacings, locations, and quantities, bending, and cutting schedules, and supporting and spacing devices. Submit shop drawings as single copy reproducibles, such as sepia prints.

2.0 Materials

- A. Reinforcing steel shall be deformed bars conforming to ASTM A 615, Grade 60.
- B. All steel for reinforcing shall be new unrusted stock free from mill scale and without dirt, rust, or contaminants other than may have accumulated in prompt delivery to the work.
- C. Accessories Material
1. Tie wire: Minimum 16-gauge annealed type, or patented system accepted by the **ENGINEER**.
 2. Chairs, bolsters, bar supports, and spacers shall conform to Chapter 3 of the Manual of Standard Practice of the Concrete Reinforcing Steel Institute and sized and

shaped for strength and support of reinforcing during construction conditions. Spacers or support bars required for the proper placement of reinforcement shall be provided whether or not shown on the Plans.

3. Chairs or bolsters in areas of exposed concrete shall be non-corrosive, and the **CONTRACTOR** shall be responsible for selecting a class of chair suitable for the use and finish of the concrete. All bar supports used shall have a minimum rust protection of Class B.

D. Fabrication

1. Fabricate concrete reinforcing in accordance with ACI 315.
2. Locate reinforcing splices not indicated on Plans at points of minimum stress. Location of splices shall be subject to the **ENGINEER**'s approval.

3.0 Execution

- A. Reinforcement shall be accurately placed and securely tied at intersections with 16 gauge black annealed wire. It shall be maintained in proper position by chairs, bar supports, or other approved devices. Bars in footings shall be supported on 3" precast blocks.
- B. Bars shall lap not less than 36 bar diameters unless otherwise indicated. Splices in adjoining horizontal bars shall be staggered at least 6 feet. Where this is not feasible, submit suggestions for the **ENGINEER**'s consideration. Horizontal bars shall be hooked around corners not less than 30 bar diameters both ways.
- C. Concrete protection of reinforcing shall be not less than 1-1/2 inches clear from formed surfaces exposed to air and 2-inches clear where exposed to soil or water unless otherwise indicated. Reinforcing shall be properly supported to maintain this position during concrete placement.
- D. Wherever conduits, piping, inserts, sleeves, etc., interfere with the placing of reinforcing steel as shown or called for, the **CONTRACTOR** shall consult with the **ENGINEER** and secure from him the method of procedure before pouring any concrete. The binding or field cutting of bars around openings or sleeves will not be permitted without the **ENGINEER**'s approval.
- E. Before placing concrete, ensure that the reinforcing is clean and free of loose scale, dirt, or other foreign coatings which would reduce bond to concrete.
- F. Before any concrete may be poured, the reinforcing steel shall be checked and approved by the **ENGINEER** or his representative. Any errors or discrepancies found by him shall be corrected before concrete may be placed. Such check and approval shall not relieve the **CONTRACTOR** from responsibility for compliance with the contract requirements.

END OF SECTION

Section 03300 Cast-in-Place Concrete

1.0 General

- A. The Work to be performed under this Section shall include all plant, labor, materials, equipment, and services required for designing, mixing, conveying, placing, finishing, and curing all concrete as shown on the Plans and as specified herein.
- B. The Work performed shall relate to Section 03100, "Concrete Formwork" and Section 03200, "Concrete Reinforcement" as required.
- C. Except where the provisions of these Specifications are more exacting, the Work of this section shall comply with all applicable provisions of the latest edition of the appropriate specifications of the American Society for Testing & Materials (ASTM) and the provisions of the American Concrete Institute (ACI).
- D. Reference: Applicable sections of the latest edition of the following referenced standards are incorporated as part of this specification:
 - ASTM C33 - Concrete Aggregates
 - ASTM C150 - Portland Cement
 - ACI 318 - Building Code Requirements for Reinforced Concrete
 - ASTM C260 - Air Entraining Admixtures for Concrete
 - ASTM C494 - Chemical Admixtures for Concrete
 - ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete
 - ACI 305 - Recommended Practice for Hot Weather Concreting
 - ACI 306 - Recommended Practice for Cold Weather Concreting
- E. Submittals
 - 1. **CONTRACTOR** shall submit a mix design for approval prior to placing any concrete.
- F. Designing and Proportioning Concrete
 - 1. Proportions of cement, fine aggregate, coarse aggregate, water, and admixtures to be used shall be determined by tests by an approved testing laboratory paid for by **CONTRACTOR** and submitted to the **ENGINEER** for approval. The mix shall be proportioned sufficiently workable to produce a mixture that will work readily, with the placement methods used into the corners and angles of the forms and around reinforcement, and which will produce a uniform, dense concrete of at least the minimum strength specified. Mixes shall be designed, tested, and adjusted if necessary in ample time to obtain approval before the first concrete is scheduled to be placed. A mix design made specifically for this project is not required if a current design prepared in accordance with, and meeting the requirements of, this specification is submitted and same is certified as meeting the requirements by the testing laboratory.
 - 2. If concrete is to be pumped, provide additional mix designs for all classes of concrete to be pumped. Slump tests for pumped concrete shall be taken at truck or

pump hopper.

3. Water Content: The materials shall be mixed with a minimum amount of water to produce a concrete of such consistency as will allow it to flow sluggishly into the forms, around the reinforcing steel, and completely fill the forms with the aid of thorough vibrating and tamping. All water quantities shall be limited by the strength and shrinkage requirements of the various mixes. Slump shall not exceed those given for the various mixes, and in all locations where a stiffer consistency can be placed, the slump shall be minimized to reduce shrinkage.
4. Drying shrinkage shall not exceed the indicated values after a 7 day curing time and a 28 day drying time when tested in accordance with ASTM C 157.
5. Approval of the mix design by the **ENGINEER** does not relieve the **CONTRACTOR** from full compliance with the strength, shrinkage, and other requirements of these Specifications.

G. Samples and Testing

1. Testing of component materials shall be the responsibility of the **CONTRACTOR**. Testing of the end product as placed in the Work shall be the responsibility of the **OWNER**.
2. Batch plant and field inspection will be performed by a testing laboratory selected and paid for by the **OWNER**.
3. Sampling and/or testing of the in-place concrete necessitated by reasons of unsatisfactory test results from control cylinders will be performed at the expense of the **CONTRACTOR**, unless such testing indicates that the concrete meets the Specifications, in which case the **OWNER** shall pay the expense of the testing.
4. All sampling and testing of component materials shall be performed in accordance with the following standard methods:
 - a. As work progresses, concrete shall be sampled in accordance with ASTM Method of Sampling Fresh Concrete (ASTM C 172).
 - b. Slump tests shall be made according to ASTM Method of Test for Slump of Portland Cement Concrete (ASTM C 143).
 - c. Air content of concrete shall be tested in accordance with ASTM Method of Test for Weight per Cubic Foot, Yield, and Air Content (Gravimetric) of Concrete (ASTM C 138).
 - d. Compression test specimens shall be made and cured according to ASTM Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field (ASTM C 31). Not less than three specimens shall be made for each sample and not less than one sample shall be made for each 150 cubic yards of concrete of each class. At least one test per day shall be made of each class of concrete used that day. These specimens shall be cured under laboratory conditions. Additional specimens cured under job conditions may be required when, in the opinion of the **ENGINEER**, there is a possibility of the surrounding air temperature falling below 40°F or

rising above 90°F.

- e. Specimens shall be tested according to ASTM Method of Test for Compressive Strength of Molded Concrete Cylinders (ASTM C 39).
 - f. If the average strength of five consecutive tests of standard-cured cylinders falls below required compressive strengths, the **ENGINEER** shall have the right to order a change in the mix proportions for the remaining portions of the structure. If the average strength of the job-cured cylinders falls below the required strength, he may require tests in accordance with ASTM Methods of Securing, Preparing, and Testing Specimens from Hardened Concrete for Compressive and Flexural Strengths (ASTM C 42), or under load tests to be made of the portions of the structure so affected.
 - g. Drying shrinkage tests will be made as directed by the **ENGINEER**. Test specimens shall be taken in the field during construction as directed by the **ENGINEER** to determine compliance with these Specifications. Drying shrinkage specimens shall be fabricated, cured, dried, and measured as outlined in ASTM Specifications C 157. Measurements shall be made and reported for 7, 14, 21, and 28 days of drying. The effective gauge length of the specimens shall be a minimum of 10 inches. Longer gauge lengths are acceptable. Specimen size shall be 4" x 4". Compression test specimens shall be taken in each case from the same concrete as used for preparing drying shrinkage specimens. These test specimens shall be considered as part of the normal test for the project.
5. Inspection of Reinforcing Steel and Concrete Placing: Before any concrete may be poured, the reinforcing steel shall be checked and approved by the **ENGINEER** or his representative. The testing laboratory or an authorized representative of the **OWNER** shall be present during the placing of all concrete, and shall maintain close control over the quality and slump of the concrete and the workmanship of placing and finishing. The testing laboratory or authorized representative shall make all necessary slump tests and prepare all required cylinders.

2.0 Materials

- A. Portland cement shall be ASTM C 150, Type II. Cement shall be a brand with low shrinkage characteristics. Cement shall have been used for at least two years with the proposed aggregate without detrimental reaction. It shall be supplied by one manufacturer throughout the duration of this work.
- B. Aggregates shall conform to the requirements of ASTM C 33 for normal weight stone aggregate concrete mixes. The maximum aggregate size shall be as specified for each mix.
- C. Water used in mixing concrete shall be portable, clean and free from deleterious amount of oils, acids, alkalis, or organic materials.
- D. Admixtures. Air-entraining admixtures shall conform to the requirements of ASTM C 260. Any other admixtures used shall conform to the appropriate requirements of ASTM Standards and shall be approved by the **ENGINEER** before being used. **CALCIUM CHLORIDE OR OTHER ACCELERATING ADMIXTURES WILL NOT BE APPROVED UNDER ANY CIRCUMSTANCES.**

E. The concrete mix design to be used is as follows:

1. Portland cement shall be Type V. Water/Cement ratio -0.45 maximum.
2. Fly Ash per ASTM C 618, Class F. Combine fly ash at batch plant or during production of cement in accordance with ASTM C 595, Type IP. Fly ash - 15-30% of total cementitious materials.
3. $\frac{3}{4}$ " maximum aggregate.
2. Shall be 4,500-psi minimum compressive strength at 28 days, with maximum slump of 3 inches.
3. Water reducing admixture required; maximum shrinkage equal to 0.055. Air entrainment 5% to 7%.
6. All materials shall conform to Section 202 of the Orange Book.

3.0 Execution

A. Conduits and Other Embedded Items: When electrical conduits, pipes, or other items are embedded in the concrete, they shall be of such character and so located as not to reduce the strength of the construction. Conduits or pipes less than $\frac{3}{4}$ -inch in diameter will not be regarded as reducing the strength of the structure. The location of any other item embedded in the concrete shall be verified with the **ENGINEER**.

B. Mixing and Placing Concrete

1. Preparation of Equipment and Place of Deposit:
 - a. Before batching concrete, all equipment for mixing and transporting the concrete shall be cleaned and all debris and ice shall be removed from the places to be occupied by the concrete. Forms shall be thoroughly wetted (except in freezing weather). The reinforcement shall be thoroughly cleaned of ice, dirt, rust, scale, or other coatings.
 - b. Water shall be removed from the place of deposit before concrete is placed. All latent and other unsound materials shall be removed from hardened concrete before additional concrete is added. Latence shall be removed by water jet (green concrete) or sand-blasting.
2. Mixing
 - a. Ready-mixed concrete shall be mixed and delivered in accordance with Specifications for Ready-Mixed Concrete (ASTM C 94).
 - b. Job-mixed concrete will not be permitted under any circumstances.
 - c. Mixing equipment shall not be charged beyond its rated capacity; transit mix trucks loaded beyond their rated mixing capacities will not be permitted to discharge.

- d. Plant and equipment for proportioning, mixing and conveying concrete shall be subject to the **ENGINEER's** approval.

3. Conveying

- a. Concrete shall be conveyed from the mixer to the place of final deposit by methods that will prevent separation or loss of materials. Concrete shall be deposited in the forms within one hour after the addition of the mixing water.
- b. Equipment for chuting, pumping, and pneumatically conveying concrete shall be of such size and design as to ensure a practically continuous flow of concrete at the delivery and without separation of materials.

4. Placing

- a. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. The placing of concrete shall be carried on at such a rate that concrete is at all times plastic and flows readily into the spaces between the bars. No concrete that has been contaminated by foreign material shall be used.
- b. When placing is once started, it shall be carried on as a continuous operation until placement of the panel or section is completed.
- c. All concrete shall be thoroughly compacted by means of approved vibrators during the operation of placing and shall be thoroughly worked around reinforcement, embedded fixtures, and into the corner of the forms. Vibrators shall be used for consolidation of the concrete only, and care shall be taken to avoid excessive vibration. At least one spare vibrator shall be maintained on the job at all times during the placing of concrete.
- d. Surfaces which are to be finished shall be brought to proper grade, struck off, and finished in a workmanlike manner. In the case floor slabs, precautions must be taken to be sure that the total thickness shown on the Plans exists at all places. Care shall be taken to avoid excessive jitter-bugging.
- e. The builder's superintendent in charge of the Concrete work shall mark in ink on the Plans the time and date of placing of concrete in the different members. These Plans shall be kept on file at the job until the completion of the structure and shall be subject to the inspection of the **OWNER's** representative at all times.
- f. Sufficient manpower shall be available for all concrete finishing work.

5. Repair of Surface Defects

All honeycombed and defective concrete shall be removed down to sound concrete and repaired in accordance with ACI 301, Chapter 9.

6. Finishing of Formed Surfaces

All exposed concrete shall be given rough form finish in accordance with ACI 301, Chapter 10. Patch large holes or defects and fill snap tie cones flush.

7. Curing and Weather Protection

a. Cold Weather Requirements

1. Adequate equipment shall be provided for heating concrete materials and protecting concrete during freezing or near-freezing weather. No frozen materials or materials containing snow or ice shall be used.
2. All reinforcement, forms, fillers, and ground with which the concrete is to come in contact shall be free from snow and ice. Whenever the temperature of the surrounding air is below 40°F, all concrete placed in the forms shall have a temperature of 45°F or higher after placement. Adequate means shall be provided for maintaining this temperature for five days. When high-early strength concrete is used, a temperature of at least 45°F shall be maintained for three days. In either case, any additional time necessary to ensure proper curing of the concrete shall be provided as directed by the **ENGINEER**. The housing, covering, or other protection used in connection with curing shall remain in place and intact at least 24 hours after the artificial heating is discontinued. No dependence shall be placed on salt or other chemicals for the prevention of freezing.
3. Conform to ACI 305- Recommended Practice for Cold Weather Concreting.

8. Hot Weather Requirements

- a. In hot weather, suitable precautions shall be taken to avoid drying of the concrete prior to finishing operations. Use of windbreaks, sunshades, fog sprays, or other devices shall be provided as needed. Provision shall be made for maintaining concrete in a moist condition by means of mats, kraft paper, or plastic film with all edges sealed for a period of at least seven days after placement.
- b. Concrete deposited in hot weather shall not have a placing temperature that will cause difficulty from loss of slump, flash set, or cold joints. Concrete temperatures shall be less than 75°F unless higher temperatures are permitted by the **ENGINEER**.
- c. Conform to ACI 305 - Recommended Practice for Hot Weather Concreting.

END OF SECTION

Section 15110 Valves

1.0 General

- A. The term “valves” as used in this section shall refer to all valves specified within these Specifications.
- B. The **CONTRACTOR** shall furnish all valves in accordance with the Drawings and Specifications. All valves, including component parts thereof, shall equal or exceed the requirements set forth herein, and shall be manufactured by a firm normally engaged in the manufacture of such valves. All valves furnished for the Work shall be new and shall be currently under manufacture. Valves discontinued by the manufacturer as of the Bid opening date will not be acceptable.
- C. All valves shall be designed for a water working pressure of 150 psi unless otherwise shown on the Drawings or set forth in these Specifications.
- D. The **CONTRACTOR** shall install and test all valves furnished in conformance with the Contract Documents.
- E. Valves shall be furnished with flanged ends, hub ends, mechanical joint ends, or any combination thereof as required by the Drawings or these Specifications.
- F. Valve flanges may be raised or plain faced with either a smooth or serrated finish and shall be faced and drilled to ANSI B 16.1, Class 125 cast iron flange dimensions unless otherwise shown on the Drawings or specified in these Specifications.
- G. Shop Drawings for each valve type shall be furnished in accordance with Section 01300 of these Specifications. Shop Drawings shall be submitted with the valve operator in the position and orientation as shown on the Drawings.
- H. All exposed valves shall be provided with an exterior protective coating. Buried valves shall receive the standard manufacturer’s coating for buried service.
- I. All valve operators shall turn clockwise to close.
- J. Pressure rating and manufacturer’s name shall be cast on each valve body.
- K. Valves of the same type shall be of one manufacturer.

2.0 Butterfly Valves, 4” – 20”

- A. Butterfly valves in sizes 4”-20” (80-500mm) shall be either flanged (ANSI Class 125) or mechanical joint or as indicated on the Drawings. Bodies shall be cast iron. Valves shall be pressure class 150B per AWWA C504.
- B. All valves shall be furnished with self-lubricated bearings of PTFE coated stainless steel for smooth, low torque operation. Shaft seals shall be provided to prevent leakage and to protect bearings from internal or external corrosion.

- C. Seats shall be of the reinforced resilient type and shall be field replaceable. Seats shall also act as a body liner to prevent flow from contacting the body casting. Seats shall provide a positive seal without use of flange gaskets.
- D. Discs shall be 316 stainless steel or have a SS seating surface.
- E. Non-buried valves shall be provided with manual lever or manual hand wheels. All non-buried actuators shall provide external indication of disc position. Buried service valves shall have a buried service actuator with 2-inch square operating nut sized to operate with a maximum input of 150 foot pounds.
- F. All butterfly valves installed above ground shall be provided with an exterior protective coating. Buried valves shall receive the standard manufacturer's coating for buried service.
- G. Butterfly valves and actuators shall be supplied by the same manufacturer as shall be Groundhog butterfly valves as manufactured by Henry Pratt Company or **ENGINEER** approved equal.

3.0 Gate Valves

A. Gate Valves, 3" and Smaller

Gate valves, 3 inches and smaller, shall be of non-rising stem design with brass or bronze solid wedge disc rated for 150 psi and with screwed ends.

B. Resilient Seated Gate Valves, 4" through 12"

1. Resilient-seated gate valves and component parts thereof shall conform to the following standards, except as otherwise specified in these Specifications:
 - a. AWWA C509, Resilient-Seated Gate Valves for Water Supply Service
 - b. ASTM B 62, Composition Bronze or Ounce Metal Castings
 - c. AWWA C550, Protective Interior Coatings for Valves and Hydrants
2. Resilient-seated gate valves shall be of the iron-bodied, non-rising stem type with O-ring stem seals.
3. All interior parts of resilient-seated gate valves in contact with wastewater, except the valve body and stem, shall be made of bronze conforming to the requirements of ASTM B 62. Valve stems shall be of bronze containing not more than 5% of zinc, not more than 2% of aluminum, and shall have a minimum tensile strength of 60,000 psi, a yield strength of 40,000 psi, and an elongation of at least 10% in two inches, as determined by a test coupon poured from the same ladle from which the valve stems to be furnished are poured.
4. Resilient-seated gate valves shall be suitable for installation in the vertical or horizontal position.
5. Resilient-seated gate valves shall have the bonnet connected to the body by means of bolts and nuts or studs which are cadmium-plated steel or stainless steel 304 or 316. Type II Service Class I zinc-plated bolts are also acceptable.

6. Non-buried valves shall be provided with manual hand wheels. All non-buried actuators shall provide external indication of disc position. Buried service valves shall have a buried service actuator with 2-inch square operating nut sized to operate with a maximum input of 150 foot pounds.
7. Resilient-seated gate valves shall be as manufactured by Mueller, or **ENGINEER** approved equal.

Premium: \$5,896.00

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: \$665,144.00

Six Hundred Sixty Five Thousand One Hundred Forty Four Dollars and 00/100

Description (Name and Location): Fifth Street Alleys Water and Sewer Replacement Sports Complex Waterline
and Parking Lot

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: 105818754

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

Amount: \$665,144.00

Six Hundred Sixty Five Thousand One Hundred Forty Four Dollars and 00/100

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: [Signature] (Seal)

Name and Title: Loren Hunewill President

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title: _____

SURETY

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By: [Signature]

Signature and Title Lori Jones

(Attach Power of Attorney) Attorney-in-Fact

Attest: [Signature]

Signature and Title AGENT

SURETY

(Seal)

Surety's Name and Corporate 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: \$665,144.00

Description (Name and Location):

Waterline and Parking Lot

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

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

Six Hundred Sixty Five Thousand One Hundred Forty Four Dollars and 00/100

Fifth Street Alleys Water and Sewer Replacement Sports Complex

BOND

Bond Number: 105818754

Date (Not earlier than Effective Date of

Agreement): October 1, 2012

Amount: \$665,144.00

Modifications to this Bond Form:

Six Hundred Sixty Five Thousand One Hundred Forty Four Dollars and 00/100

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

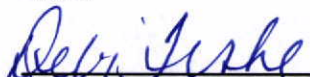
Loren Hunewill

Print Name

President

Title

Attest:



Signature

Office

Title

By:



Signature (Attach Power of Attorney)

Lori Jones

Print Name

Attorney-in-Fact

Title

Attest:



Signature

AGENT

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. 004897855

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 October, 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.



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	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Fire Insurance Co of</td><td></td></tr><tr><td>INSURER B: Valley Forge Insurance Co</td><td></td></tr><tr><td>INSURER C: Transportation Insurance Co</td><td></td></tr><tr><td>INSURER D: Companion Com Ins Co</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	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:	
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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			4014281406	11/1/2011	11/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			4014281454	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							Medical payments \$ 5,000
C	UMBRELLA LIAB			4014281356	11/1/2011	11/1/2012	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB		AGGREGATE \$ 10,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WNB000105101	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		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>

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 1. 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: \$5,896.00

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: \$665,144.00

Six Hundred Sixty Five Thousand One Hundred Forty Four Dollars and 00/100

Description (Name and Location): Fifth Street Alleys Water and Sewer Replacement Sports Complex Waterline
and Parking Lot

BOND

Bond Number: 105818754

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

Amount: \$665,144.00

Six Hundred Sixty Five Thousand One Hundred Forty Four Dollars and 00/100

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

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

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: *Patricia Owens*

Signature and Title ABENT

SURETY

(Seal)

Surety's Name and Corporate 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: \$665,144.00

Six Hundred Sixty Five Thousand One Hundred Forty Four Dollars and 00/100

Description (Name and Location):

Fifth Street Alleys Water and Sewer Replacement Sports Complex

Waterline and Parking Lot

BOND

Bond Number: 105818754

Date (Not earlier than Effective Date of

Agreement): October 1, 2012

Amount: \$665,144.00

Six Hundred Sixty Five Thousand One Hundred Forty Four Dollars and 00/100

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL**SURETY**

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:

Loren Hunewill

Signature

Loren Hunewill

Print Name

President

Title

Attest:

Debra Jushe

Signature

Office

Title

By:

Lori Jones

Signature (Attach Power of Attorney)

Lori Jones

Print Name

Attorney-in-Fact

Title

Attest:

Patricia Allen

Signature

AGENT

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. 004897855

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 October, 20 18


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.



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

Sherie M. Cloutier

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.

LANDER COUNTY COMMISSION MEETING
October 25, 2012

AGENDA ITEM NO. 9

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding contract between Lander County and Vaisala Inc., to provide maintenance service on the Automated Weather Observation System (AWOS) at the Battle Mountain and Austin Airports and other matters properly related thereto.

Public comment

Background:

The Agreement for Aviation Support and Maintenance Services between Lander County and Vaisala Inc., to provide maintenance service on the Automated Weather Observation System (AWOS) at the Battle Mountain and Austin Airports, is presented for Commission consideration.

The Agreement (as written) is for the term of July 1, 2013 through June 30, 2014. The contract period should be adjusted for the period of January 1, 2013 through December 31, 2013, as the current contract expires on December 31, 2012. Jerry Kirkpatrick of Vaisala has been contacted regarding this revision.

Total cost of the services provided under the Agreement is \$8,800.00 with Unplanned Outage Fee of \$1,500.00 per day, Facility Visit Fee of \$1,500.00 per day, Holiday Fee of \$500.00 per day charged additionally and Cancellation/Delay Fee of \$500.00 per day.

Recommended Action:

It is recommended that the Commission approve the Agreement for Aviation Support and Maintenance Services between Lander County and Vaisala Inc., to provide maintenance service on the Automated Weather Observation System (AWOS) at the Battle Mountain and Austin Airports with the change in terms reflecting January 1, 2013 through December 31, 2013.

DOC # 0767066

DOC # 0262966

12/13/2011

09:36 AM

Official Record

Recording requested by

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 9

RPTT: Recorded By: SN

Book- 629 Page-0712



0262966

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT BETWEEN LANDER COUNTY & VAISALA INC.
FOR AVIATION SUPPORT & MAINTENANCE

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.

0262966 Book: 629 12/13/2011
Page: 713 Page: 2 of 9
0262966 Page: 713 12/13/2011
Page: 2 of 9

#17
#17

AVIATION SUPPORT AND MAINTENANCE AGREEMENT

This Aviation Support and Maintenance Agreement, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as ("Lander County"), and Vaisala Inc., hereinafter referred to as ("Vaisala").

RECITALS

WHEREAS Vaisala desires to provide professional aviation support and maintenance services for the Battle Mountain and Austin Airports (as set forth in Exhibit A, Scope of Work, which incorporates Attachment 1 and Attachment 2, attached) in connection with the Battle Mountain Airport and Austin Airport; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and other good and valuable consideration contained herein, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **Purpose:** Vaisala shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional services as described in Exhibit A.
2. **Term:** This Agreement shall remain in effect from the date it is approved by both parties to the 31st day of December 2012. This term shall be subject to earlier termination as hereafter provided. This Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.
3. **Effective Date:** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.
4. **Payment:** Lander County shall pay Vaisala as set forth in the Scope of Work outlined in Exhibit A. Vaisala shall submit quarterly statements, and Lander County shall provide prompt payment to VAISALA, not to exceed sixty (60) days of receipt of quarterly statement.
5. **Default:** If Lander County or Vaisala fails to comply with any of the material provisions of this Agreement, or materially fails to comply with any duties imposed by statute, within sixty (60) days after delivery of written notice by specifying the noncompliance and indicating the intention of Lander County or Vaisala to terminate the Agreement by reason thereof, Lander County or Vaisala may terminate this Agreement, unless Lander County or Vaisala continuously demonstrates within those sixty (60) days that it is actively and continuously pursuing a course of action that can reasonably be expected to lead to a curing of the breach.



AGREEMENT FOR AVIATION SUPPORT AND MAINTENANCE SERVICES
Order/ Pricing Services, Equipment and Scope of Work Summary Schedule ("Summary")

Vaisala: Vaisala Inc. 194 South Taylor Ave. Louisville, CO 80027 Contact email: jerry.kirkpatrick@vaisala.com	Customer: Lander County (BAM & TMT) 315 South Humbolt Street Battle Mountain, NV 89820 Contact email: getcheverry@landercountynv.org
--	--

This **Agreement for Aviation Support and Maintenance Services** ("Agreement") incorporates by reference the terms and conditions recited in Attachment 1, which is made a part hereof.

The Effective Date of this Agreement is 01 July, 2013.

The Term of this Agreement shall be for a period of 1 year(s) from the Effective Date.

Customer acknowledges that the Equipment (including components), Services, the Scope of Work, Additional Terms and any pricing recited in this Summary are only valid during the Agreement Term, unless otherwise mutually agreed by the parties hereto.

Services (check as applicable)
<input checked="" type="checkbox"/> Preventive Maintenance and Scheduled Service
<input checked="" type="checkbox"/> Equipment Restoration
<input type="checkbox"/> Data Service

Equipment (check as applicable)	Manufacturer/Model
<input type="checkbox"/> VOR	
<input type="checkbox"/> DME	
<input type="checkbox"/> LOC	
<input type="checkbox"/> GS	
<input checked="" type="checkbox"/> AWOS	Vaisala
<input type="checkbox"/> RVR	
<input type="checkbox"/> RWIS	
<input type="checkbox"/> NDB	
<input type="checkbox"/> Control Tower	
<input type="checkbox"/> Markers	
<input type="checkbox"/> Thunderstorm Warning	

Data Services (check as applicable)	
<input type="checkbox"/> AviMet Data Link	
<input type="checkbox"/> Navigator II	
<input type="checkbox"/> GLD 360	N/A
<input type="checkbox"/> NLDN Stroke Data - Service Size: 100 NM	N/A
<input type="checkbox"/> CLDN Stroke Data - Service Size: 100 NM	N/A

Fees		Contract Total: \$ 8,800.00
Annual Fee	\$ 8,800.00	billed Quarterly
Unplanned Outage Fee	\$ 1,500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ 1,500.00	per day (ex. flight check)
Holiday Fee	\$ 500.00	per day additional
Cancellation/Delay Fee	\$ 500.00	per day

N/A	N/A

Statement of Work and Additional Terms Addendum 1 - Terms & Conditions Addendum 2 - AWOS Statement of Work

Invoice Contact:

Name: Gene Etcheverry
 Address: 315 South Humbolt Street
Battle Mountain, NV 89820
 Phone: 775 635 2885
 Email: getcheverry@landercountynv.org

Airport Manager/Authority:

Name: Gene Etcheverry
 Address: 315 South Humbolt Street
Battle Mountain, NV 89820
 Phone: 775 635 2885
 Email: getcheverry@landercountynv.org

Vaisala Inc.

Lander County

By: Jerry Kirkpatrick

By: _____

Title: Sales Manager

Title: _____

Date: _____

Date: _____

LANDER COUNTY COMMISSION MEETING
October 25, 2012

AGENDA ITEM NO. 10

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding status of official County map and Lander County mapping project and other matters properly related thereto.

Public comment.

Background:

The status of the official County Map and the Lander County Mapping Project is presented for discussion and possible action, including direction to staff, by the Commission.

The Commission approved the initial Agreement for Services between Lander County and Summit Engineering for the NDOT Roadway Reporting Project during the regular Commission meeting of April 8, 2010 (Agenda Item #4). This Agreement was actually an expansion of the scope of work and a Contract Extension for the GIS Mapping Project.

An update on the progress of this project was presented to the Commission during the regular meeting of October 14, 2010. At that time Mr. Ben Veach informed the Commission that the purpose of the project was to determine the existence of maintained and Federal Highway Administration (FHWA)-defined roads to substantiate "road mileage" – the determinate for distribution of fuel taxes. The product of the Contract Extension was to verify and compile the road data into the GIS Map and to provide text and documentation to the Nevada Department of Transportation (NDOT). Mr. Veach also stated that the project scope of work would not necessarily produce an 'all-inclusive' Lander County Road Map nor would it catalog all "RS2477 roads." Minutes of the October 14, 2010 meeting reflect direction by the Commission to Mr. Veach to continue with the mapping project and to produce a Lander County Map to include RS 2477 roads.

During the regular meeting of the Commission held February 25, 2010, a \$5,000.00 contract amendment was approved to the FIND Project for the purpose of **site hosting, installation, maintenance and service of the GIS files from the Project on the University of Nevada, Bureau of Mines server.** The contract amendment was made between the County Commission and Summit Engineering while the actual Agreement to host and maintain the GIS files is between Summit Engineering and the University of Nevada, Bureau of Mines.

A review of payments to Summit Engineering reveals that \$49,000.00 was paid for the "NDOT Roadway Report" over the period of April 29, 2010 through January 20, 2011. The most recent payment that can be ascertained to cover the cost of GIS file hosting, in the amount of \$1,713.79, was made on May 10, 2012.

A proposal has been received from Mr. Jim McGuire, PLS, of Summit Engineering to build upon the prior "Lander County Fuel Tax Mileage Road Inventory Project" to expand the catalog of county-maintained roads to include all roads presumed to be public, regardless of condition or maintenance. The total cost of the complete scope-of-work under the proposal is **not-to-exceed \$49,000.00.**

Recommended Action:

It is recommended that the Commission accept the proposal of Summit Engineering to build upon the prior "Lander County Fuel Tax Mileage Road Inventory Project" to expand the catalog of county-maintained roads to include all roads presumed to be public, regardless of condition or maintenance, and **approve completion of the entire scope-of-work at a total cost not-to-exceed \$49,000.00.**

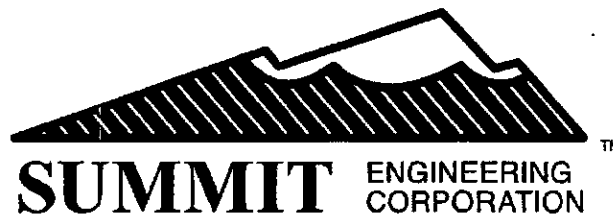


Exhibit "A"

October 18, 2012

Mr. Gene Etcheverry
Executive Director, Lander County
825 North 2nd Street
Battle Mountain, NV 89820

Subject: Proposal for GIS Services
County Road Map & Minor Road Mapping Project

Dear Gene:

Summit Engineering appreciates this opportunity to submit the following proposal to provide GIS mapping services to Lander County. Per our conversation on October 2, 2012, the scope of this work will be divided into two phases:

Phase 1: County Road Map

Project Description

Lander County desires a full size, comprehensive wall map delineating the names and locations of all county-maintained public roads. The map is to be suitable for display at any number of appropriate county offices, i.e. public works, assessor, planning department, etc.

Proposed Scope of Work

Summit will prepare a full size map suitable for wall display showing all Lander County maintained roads together with other appropriate landmarks and reference locations (i.e. state & federal highways, railroads, towns, major mines and ranches, along with geographic features such as mountain ranges, valleys, rivers and major creeks, etc.). County maintained roads will be labeled with the road name and county route number, if one has been assigned. County roads to be shown will be those roads previously delineated and mapped for Lander County for the "Fuel Tax Mileage Road Inventory, Final Report" prepared by Summit Engineering and dated March 1, 2011. The map will be in full color and will be published at a scale of 1:125,000 (approx. 1" = 2 miles), with the finished size being approximately 42" x 72". Detail insets within the map will be incorporated as needed to illustrate roads within the populated areas of Battle Mountain, Austin, Kingston and Gillman Springs. Prior to the publication of the final map, full-size draft copies will be furnished to county staff as needed for review and comment. Four copies of the final map will be printed, mounted on appropriate backing material and laminated for durability. In addition, a digital copy of the finished map in .pdf format will be provided, along with GIS files in ESRI ArcGIS format (geodatabase & .mxd files).

Summit will provide these services for a fee of \$6500, including all map reproduction costs and delivery to Battle Mountain.

5405 Mae Anne Avenue • Reno, Nevada 89523 • (775) 747-8550 FAX (775) 747-8559
1150 Lamoille Highway • Elko, Nevada 89801 • (775) 738-8058 FAX (775) 738-8267

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Phase 2: Minor Road Mapping Project

Project Description

NRS 403.190, as revised by SB 49 in 2011, states in part the following:

"1. Except as otherwise provided in subsection 4, upon laying out and designating the county roads as required in NRS 403.170, the board of county highway commissioners shall cause a map of the county to be made, showing the county roads and their designations. The board shall file one copy of the map with the clerk of the board of county highway commissioners, one copy with the Department of Transportation, one copy with the county clerk and one copy with the county recorder.

2. If the map required pursuant to subsection 1 includes a county road located on a right-of-way that the board of county highway commissioners has located, determined the width of and opened for public use pursuant to subsection 2 of NRS 405.191:

(a) The filing of copies of the map pursuant to subsection 1 constitutes the establishment of the existence and location of a right-of-way that is open for public use; and

(b) Acceptance of the map by the Department of Transportation constitutes acknowledgment by the Department of the establishment of the existence and location of a right-of-way that is open for public use."

The purpose of the Minor Road Mapping Project will be to compile road location data for inclusion in the map of presumed public roads to be accepted by the Lander County Commissioners and the Nevada Department of Transportation.

Proposed Scope of Work

Summit Engineering will build upon our experience gained during the compilation of the Lander County Fuel Tax Mileage Road Inventory Project to expand the existing database of county-maintained roads to include all roads presumed to be public, regardless of condition or maintenance. Consistent with the field mapping previously completed, Trimble GIS-grade GPS receivers will be utilized for minor road mapping. Our experience has shown that this type of GPS configuration is the most efficient and cost-effective process for collecting large amounts of road data within accuracy levels appropriate for this type of project (nominal horizontal positional accuracy of $\pm 1'$).

There are numerous advantages to using the GPS/GIS format for compilation of the road mapping data:

1. Various attributes will be included for later reference, including general road condition, physical road width & length, general name or description, etc.
2. The accuracy of the GPS measurements will be included within the data.
3. The process fits within the long term goal of NDOT to standardize the mapping of roads statewide.
4. The newly mapped minor road locations can be easily "dropped in" to the existing county road map.
5. By physically mapping each road, accessibility issues (i.e. locked gates, posting, etc.) can be brought to the attention of county personnel and addressed as needed.
6. GPS receivers can be mounted on appropriate vehicles as needed (4x4 truck, Jeep, or ATV) to handle the wide variety of road conditions anticipated.

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Many minor roads within the boundaries of the Humboldt Toiyabe National Forest in Lander County have been mapped by the USFS for their Combined Travel Management Project. That dataset is available to the public and can be incorporated into the Lander County database without additional field mapping, if desired. Most, if not all, of the roads mapped in Lander County appear to be digitized from USGS topographic maps. If greater accuracy and more current representation is desired by the county, we suggest physically mapping those roads for this project using GPS methods.

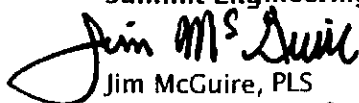
Pursuant to NRS 403.170, designation of county roads is to be made based on classification as Main, General and Minor County Roads. We anticipate working closely with Lander County personnel to appropriately delineate the roadways for the map to be filed with the Board of County Highway Commissioners, NDOT, the Lander County Clerk and the Lander County Recorder. The map(s) will be 24" x 36" format, suitable for recordation, and will include basic information as required by statute, i.e. road locations and designations, along with the county parcel base for reference.

Due to the nature of this project, the exact scope of work in terms of number of roads or number of miles to be mapped is not known at this time. We envision an ongoing process, in coordination with Lander County personnel, to pre-determine the roads to be mapped in specific areas or blocks as the project proceeds. This will most likely be accomplished by review of existing aerial photography, USGS topographic maps, and the previous county road map dated 4/28/95. To maximize the efficiency of the mapping process, every effort will be made to assure that all roads to be mapped within a specific area or block are identified prior to commencing field mapping.

Because the quantity of work to be performed is unknown at this time, we propose to provide these services on a "per mile, per task" basis. Utilizing cost data extrapolated from our experience with the County Fuel Tax Mileage Road Inventory Project, and accounting for the fact that most of the minor roads will be comprised of short segment lengths over relatively rough (unmaintained) terrain, we have developed an estimated cost of \$150 per mile of road mapped, including all field mapping and associated costs, office data reduction, GIS database development, and production of maps as needed. **For budgetary purposes, we propose that Task 1 of the mapping project be comprised of approximately 250 miles of minor roads to be mapped for an estimated fee of \$37,500.** In addition, attendance at various meetings and coordination with county personnel to identify roads to be mapped will be provided on a time and materials basis for an estimated fee of \$5000. Upon completion of mapping of the 250 miles of roads comprising Task 1, costs will be analyzed and adjustments may be made as necessary to the "per mile" rate as well as budgetary requirements for meeting attendance for future tasks.

Summit proposes to provide all services described above on a time and materials basis for a not-to-exceed amount of \$49,000. If you have any questions, or require any additional information, please feel free to contact our office. We are prepared to commence work upon your verbal authorization to proceed.

Sincerely,
Summit Engineering Corporation



Jim McGuire, PLS
Project Manager, Surveys & GIS

5405 Mae Anne Avenue • Reno, Nevada 89523 • (775) 747-8550 FAX (775) 747-8559
1150 Lamoille Highway • Elko, Nevada 89801 • (775) 738-8058 FAX (775) 738-8267

LANDER COUNTY COMMISSION MEETING
October 25, 2012

AGENDA ITEM NO. 11

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding publication of position announcement for Assistant to the Lander County Finance Director and other matters properly related thereto.

Public comment.

Background:

The publication of the position announcement for Assistant to the Lander County Finance Director is brought before the Commission for consideration.

The succession plan for the Finance Director position and the possibility of hiring a person to 'shadow' the incumbent for a period of time before assuming the full duties and responsibilities of the position was an item of discussion during the audit exit conference. The strong recommendation of the auditors was to hire a position as soon as possible.

Recommended Action:

It is recommended that the Commission approve the publication of a position announcement for an Assistant to the Lander County Finance Director.

LANDER COUNTY

Announces

Position Available for:

Assistant Finance Director

SALARY RANGE - TBD

RECRUITMENT OPEN TO: All Eligible Candidates

APPLICATIONS ACCEPTED UNTIL: December 3, 2012 by 4:00 p.m.

RECRUITING FOR: Assistant Finance Director

THE POSITION: This position will directly assist and report to the Lander County Finance Director. This position will be responsible to develop competence and proficiency to perform all duties, responsibilities and tasks of the Finance Director. This position is a temporary, one year assignment to transition into the position of Lander County Finance Director on or before December 31, 2013. This position will be responsible for developing the knowledge, skills and abilities to assume the overall management of the Lander County Finance Department. The Assistant Finance Director will understudy the Finance Director to build competence in budget development and administration, managing the County's financial accounting system, supervision of Finance Department staff and manage the financial resources consistent with the policy direction of the Board of Commissioners. An employee in this class is an "exempt" employee serving at the pleasure of the Board of County Commissioners.

QUALIFICATIONS FOR EMPLOYMENT: Knowledge of GAAP, GAGAS and GAAFR; principles of budget preparation and administration; methods and equipment used in computerized data processing; laws and regulations which pertain to governmental accounting, budgeting and financial reporting; principles and practices of management and supervision; practices and regulations pertaining to benefits administration; current methods, practices and techniques of accounting, financial record keeping and municipal budgeting.

SPECIAL REQUIREMENTS: Possession of a valid Nevada driver's license.

EXPERIENCE AND TRAINING: Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Bachelor degree in accounting, finance or public administration with an emphasis in financial management or accounting and four years of responsible experience in government accounting and auditing which included some experience in preparing and monitoring budgets and in supervising staff.

PRE-EMPLOYMENT TESTING: Lander County requires a post job offer physical examination.

DIRECT INQUIRIES TO:

Rogene Hill, Finance Director
315 South Humboldt Street
Battle Mountain, NV 89820
Phone: (775) 635-2573

Lander County is an Equal Employment Opportunity employer,
and ADA accommodations are available.

Visit our Web Site: www.landercountynv.org

SUBMIT APPLICATION TO:

Lander County Clerk
315 South Humboldt Street
Battle Mountain, NV 89820
by
December 3, 2012 by 4:00 P.M.

LANDER COUNTY COMMISSION MEETING
October 25, 2012

AGENDA ITEM NO. 12

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding update by Phil Hanna, Battle Mountain General Hospital CEO, on the emergency medical services in Lander County, under administration by the Lander County Hospital District (LCHD), and other matters properly related thereto.

Public comment.

Background:

Phil Hanna, Battle Mountain General Hospital CEO, will give a report to the Commission on the emergency medical services in Lander County, under administration by the Lander County Hospital District (LCHD).

This is the first quarterly report of operations per the provisions of the Memorandum of Understanding (MOU) between the Lander County Hospital District (LCHD) and Lander County for providing Emergency Medical Services (EMS).

Recommended Action:

No specific recommendation for action by the Commission is being put forward on this item.

LANDER COUNTY COMMISSION MEETING
October 25, 2012

AGENDA ITEM NO. 13

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the terms and conditions of the resignation of Gene Etcheverry as Executive Director of Lander County, Nevada.

Public comment.

Background:

Recommended Action:

LANDER COUNTY COMMISSION MEETING
October 25, 2012

AGENDA ITEM NO. 14

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding future positions, duties and responsibilities of the administrative offices for Lander County and other matters properly related thereto.

Public comment.

Background:

Recommended Action:

LANDER COUNTY COMMISSION MEETING
October 25, 2012

AGENDA ITEM NO. 15

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

OCTOBER 25, 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:

—OCTOBER 11, 2012 – REGULAR SESSION

—OCTOBER 24, 2012 – SPECIAL 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. 2012-22, a resolution directing apportionment of net proceeds received on October 12, 2012 and other matters properly related thereto.

Public comment.

- *(3) Discussion for possible action regarding write-off of uncollectible Lander County Ambulance billings and other matters properly related thereto.

Public comment.

ROAD AND BRIDGE SOUTH

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

Public comment.

ROAD AND BRIDGE NORTH

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

Public comment.

PUBLIC WORKS

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

Public comment.

- *(7) Discussion and update on the status of the Battle Mountain Water System Well #9 project and other matters properly related thereto.

Public comment.

COMMISSIONERS

- *(8) Discussion for possible action regarding approval/disapproval of agreement between Lander County and H.E. Hunewill Construction, Inc., in an amount not to exceed \$665,144.00, for the Battle Mountain Water and Sewer Department Fifth Street Alleys Water and Sewer Replacement, Sports Complex Waterline and Parking Lot Project and other matters properly related thereto.

Public comment.

- *(9) Discussion for possible action regarding contract between Lander County and Vaisala Inc., to provide maintenance service on the Automated Weather Observation System (AWOS) at the Battle Mountain and Austin Airports and other matters properly related thereto.

Public comment.

- *(10) Discussion for possible action regarding status of official County map and Lander County mapping project and other matters properly related thereto.

Public comment.

- *(11) Discussion for possible action regarding publication of position announcement for Assistant to the Lander County Finance Director and other matters properly related thereto.

Public comment.

- *(12) Discussion for possible action regarding update by Phil Hanna, Battle Mountain General Hospital CEO, on the emergency medical services in Lander County, under administration by the Lander County Hospital District (LCHD), and other matters properly related thereto.

Public comment.

12:00 P.M. Recess for Lunch

1:00 P.M. ***COMMISSIONERS***

- *(13) Discussion for possible action regarding the terms and conditions of the resignation of Gene Etcheverry as Executive Director of Lander County, Nevada.

Public comment.

- *(14) Discussion for possible action regarding future positions, duties and responsibilities of the administrative offices for Lander County and other matters properly related thereto.

Public comment.

- *(15) 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)

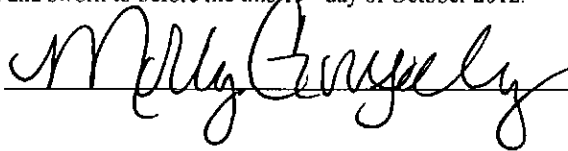
Cathy Myers, Deputy Clerk, of said Lander County, Nevada, being duly sworn, says, that on the 19th day of October 2012, she posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse and 4) Swackhamer's Plaza Bulletin Board, in said Lander County, where proceedings are pending.

CATHY MYERS, DEPUTY CLERK



Subscribed and sworn to before me this 19th day of October 2012.

WITNESS



Payment of Bills

October 25, 2012

ROGENE HILL
Lander County Finance Director



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Chairman	
Commissioner	
Commissioner	
Commissioner	
Commissioner	
Commissioner	

LANDER COUNTY COMMISSION MEETING

October 25, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 468,742.95

From Check #42303 thru #42391

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42303	ACS RECOVERY SERVICES	10/15/12/L SPRING		10/25/12	71883	332.36	332.36
42304	ADVANCED DATA SYSTEMS INC	9/30/12/COMP EXPSE WATER		10/25/12	71790	260.00	
		9/30/12/COMP EXPSE		10/25/12	71790	3,796.00	4,056.00
42305	ANTHONY C. SMITH DBA:	10/4/12/CEMETERYFENCE		10/25/12	71791	3,060.00	3,060.00
42306	AT&T TELECONFERENCE SERV.	9/1/12/TELE CONF. AG		10/25/12	71891	.18	.18
42307	ATCO INTERNATIONAL	10/4/12/QUICKES, R&B		10/25/12	71865	153.00	153.00
42308	B M AUTO SUPPLY, INC	9/28/12/WEED KILLER, A R&B		10/25/12	71794	399.95	
		9/28/12/WEED CTL		10/25/12	71794	419.97	
		9/30/12/ FIL, CLMP, TREATMT		10/25/12	71794	15.63	
		10/10/12/V BELTS R&B		10/25/12	71794	90.96	
		FIL, PLIERS, R&B		10/25/12	71794	42.48	
		10/2/12/OIL/LNDFIL		10/25/12	71794	164.89	
		10/2/12/FILS/A R&B		10/25/12	71794	456.13	
		10/2/12/CONNECTORS, A R&B		10/25/12	71794	178.00	
		10/3/12/LOOM, R&B		10/25/12	71794	3.60	
		10/8/12/CREEPER/R&B		10/25/12	71794	126.00	
		10/8/12/ FUSES/ SO		10/25/12	71794	46.30	
		10/10/12/OIL, FIL/BLDG		10/25/12	71794	26.95	
		10/11/12/ HOSE//BLDG		10/25/12	71794	56.84	
		10/11/12 MULTIMETER, R&B		10/25/12	71794	169.00	
		10/11/12/ JACK, R&B		10/25/12	71794	41.16	
		10/14/12/OIL, LNDFIL		10/25/12	71794	99.84	
		10/15/12/TAPE, LNDFIL		10/25/12	71794	9.99	
		10/16/12FTL, R&B		10/25/12	71794	18.49	
		10/17/12/ FILS, R&B		10/25/12	71794	17.95	
42309	B M CLINIC	9/19/12/ E SANDOVAL		10/25/12	71792	115.00	2,384.13
		9/18/12/ A KENNEDY		10/25/12	71792	105.00	
		9/25/12/M YOUNG		10/25/12	71792	105.00	
		9/20/12/K WESTENGARD		10/25/12	71792	105.00	
42310	B M GENERAL HOSPITAL	OFFICE SPACE		10/25/12	71793	613.00	430.00
		9/25/12/ M YOUNG		10/25/12	71793	613.00	
		9/25/12/ R UNGER		10/25/12	71793	631.50	
42311	B M POSTMASTER	10/4/12/POSTAGE/W&S		10/25/12	71795	196.64	2,489.00
		10/4/12/POSTAGE/W&S		10/25/12	71795	196.64	
42312	BLUE MOON PORTABLES	10/10/12/ WKLY SERVCAAPRT		10/25/12	71892	200.00	393.28
		10/10/12/ WKLY SERVCLNDR		10/25/12	71892	150.00	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42313	BOARD OF REGENTS	10/10/12/ WKLY SERVCLF		10/25/12	71892	165.00	515.00
42314	BOB BARKER COMPANY, INC.	8/30/12/REIMB SALARY		10/25/12	71894	2,477.00	2,477.00
42315	SCOTT D. BULLOCK	10/4/12/INMATE SUPPLIES		10/25/12	71796	186.50	186.50
42316	CASHMAN EQUIPMENT	8/6/12/AC MOTOR, CRTISE 8/8/12/DA OFFICE AC 10/14/12/REFRIG,		10/25/12 10/25/12 10/25/12	71866 71866 71866	954.00 189.00 387.50	1,540.50
42317	CDW GOVERNMENT, INC	10/3/12/ELEMENTS/R&B 10/4/12/EDGES,R&B 10/10/12/BOLTS/R&B		10/25/12 10/25/12 10/25/12	71798 71798 71798	189.48 2,210.40 222.00	2,621.88
42318	COMPUTERLAND OF RENO	10/4/12/BATTERY/SERVER 10/14/12/SURVEILLANCE/POOL 10/4/12/NETWKRROUT/50		10/25/12 10/25/12 10/25/12	71797 71797 71797	365.38 2,668.98 2,464.19	5,498.55
42319	CONCEPT DEVELOPMENT CORP. WEPONCLNBARREL/SO	9/24/12/ELITE DESKTOP 9/24/12/ELITE COMP 9/24/12/32"PHILIPSTV 9/28/12/THINKPAD,SR CTR 10/2/12/GPS/ASSESSOR		10/25/12 10/25/12 10/25/12 10/25/12 10/25/12	71868 71868 71868 71868 71868	2,093.00 2,093.00 467.50 1,339.73 498.00	6,491.23
42320	DESERT-MOUNTAIN SURVEYING	10/5/12/MAP UPDATES		10/25/12	71869	720.00	720.00
42321	ASHLEY NICOLE EDGAR	8/29-10/12/12 WRK IN AUST		10/25/12	71877	157.00	157.00
42322	ENGS MOTOR TRUCK CO.	9/26/12/SHIFTRBOOT/R&B 10/1/12/BATT R&B 10/3/12/ASPM 10/9/12 BOOT 10/11/12 SHFT BOOT RING		10/25/12 10/25/12 10/25/12 10/25/12 10/25/12	71813 71813 71813 71813 71813	52.78 272.32 200.00 33.10 52.78	610.98
42323	ETCHEVERRYS FOOD TOWN	9/25/12/OFFICESUPP 9/26/12/ FOOD 9/4/12/FOOD 9/10/12/FOOD 9/17/12/ FOOD 9/24/12/ FOOD 9/30/12/ DISCOUNT 9/14/12/OFFICESUPP		10/25/12 10/25/12 10/25/12 10/25/12 10/25/12 10/25/12 10/25/12 10/25/12	71814 71814 71814 71814 71814 71814 71814 71814	5.89 83.88 109.12 338.35 103.22 97.07 146.33- 41.86	633.06

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	F/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42324	FARMER BROS COFFEE	10/10/12/MEALSUPPLIES/		10/25/12	71815	34.30	34.30
42325	FERGUSON ENTERPRISES INC	10/9/12/FLG /SEWER 9/28/12/VB REP KIT/PARKS		10/25/12 10/25/12	71895 71816	2,727.39 62.83	2,790.22
42326	FIRST ADVANTAGE OHS	9/30/12/TEST/		10/25/12	71817	141.09	141.09
42327	HY T. FORGERON	8/21/12/COUNSEL		10/25/12	71818	510.00	510.00
42328	FORTUNE, DENISE	8/5/12/CLASS AJC		10/25/12	71819	50.00	50.00
42329	GRAINGER	10/9/12/ CLOTH TAPE,A R&B		10/25/12	71879	66.40	66.40
42330	H.E. HUNEMILL CONST.CO.,	10/11/12GLPCRS PK LOT 10/11/12 PARKS PK LOT		10/25/12 10/25/12	71874 71874	37,416.66 74,972.60	112,389.26
42331	RICHARD K HARLESS	BATTLE MTN AIRPORT		10/25/12	71820	6,083.33	6,083.33
42332	HAWTHORNE RECYCLING	10/15/12/ REFURB CONTAINER		10/25/12	71880	3,295.00	3,295.00
42333	DEE HELMING	10/4/12/BMTNGAVFD 10/4/12/BMTNGAVFD		10/25/12 10/25/12	71823 71823	12.00 99.90	111.90
42334	THEODORE C. HERRERA	PUBLIC DEFENDER		10/25/12	71821	3,541.50	3,541.50
42335	HUMBOLDT CO TREASURER	10/10/12 1STORTUDICAL 10/10/12 1STORTUV		10/25/12 10/25/12	71822 71822	43,926.50 118,118.00	162,044.50
42336	INFINISOURCE	10/2/12/ PLANS		10/25/12	71824	50.00	50.00
42337	INLAND SUPPLY CO INC	10/12/12/SUPPLIES		10/25/12	71884	242.10	242.10
42338	IRON MOUNTAIN	9/30/12/COMM 9/30/12/ DISTR 9/30/12/ TREAS 9/30/12/ CLERK		10/25/12 10/25/12 10/25/12 10/25/12	71825 71825 71825 71825	37.53 37.53 37.53 37.53	150.12
42339	ROGER JAMES	9/18/12 TRVL BM MTNGAVFD		10/25/12	71826	99.90	99.90
42340	L C SHERIFFS OFFICE						

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42341	L.A. CO. TREAS. & TAX COLL	10/10/12/M COLEMAN, DA		10/25/12	71862	35.00	35.00
42342	LEXIS-NEXIS	3/30/12/RESEARCH, DA		10/25/12	71828	305.00	305.00
42343	LOCKIE & MACFARLAN, INC	9/10/12/ CRT APP COUNSEL		10/25/12	71829	400.00	400.00
42344	PEGGY LOUP	10/16/12/PERMIT FEE		10/25/12	71870	885.56	885.56
42345	JANA MOYES	5/15/12/REISSUE FUEL/POOL 5/15/12/REIS/FUEL/CAN, POOL		10/25/12	71830	10.00 15.73	25.73
42346	REITA NEWGARD	10/10/12 SHOTS AUSTIN/		10/25/12	71832	99.90	99.90
42347	NATIONAL MEDICAL SERV. INC	9/30/12/MSTEVENS/SO		10/25/12	71831	105.00	105.00
42348	NORCO, INC.	9/19/12/SAFETYFLAG, STROBE 9/30/12/RENTAL/R&B		10/25/12	71833	81.14 18.60	99.74
42349	NORTHSTAR IMAGING, INC	9/12/12/XRAY, D LOWE		10/25/12	71834	55.90	55.90
42350	NV BOARD OF REGENTS	9/14/12/SUPPLIES/AG		10/25/12	71893	106.67	106.67
42351	PAIR NETWORKS, INC.	10/1/12/DISKUSAGE/ASSESSO		10/25/12	71835	57.00	57.00
42352	PDM STEEL SERVICE CENTERS	10/9/12/BLK PIPE/R&B		10/25/12	71885	200.35	200.35
42353	PERSONNEL EVALUATION, INC	9/30/12/PEPBILL/SO		10/25/12	71836	20.00	20.00
42354	ANNA PENOLA	10/19/12/RENO TRNG, BLDG		10/25/12	71886	240.87	240.87
42355	SMS COMPUTING, INC.	9/27/12/WIREDKEYBOARD/ASS		10/25/12	71837	230.97	230.97
42356	PETTY CASH	TTO COVERSTOPPYMNTFEES		10/25/12	71887	62.00	62.00
42357	PRINT 'N COPY	10/4/12/BUSINESSCARDS, DA		10/25/12	71838	492.54	492.54
42358	QUILL CORP						

LANDER COUNTY

LANDER COUNTY
CHECK REGISTER 10/25/12

[illegible]

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	F/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42363	S AND G ELECTRICAL MOTOR	10/11/12/SOFT STARTS		10/25/12	71896	4,300.00	4,300.00
42364	WILLIAM E. SCHAEFFER	10/16/12/CONTRTPYMT		10/25/12	71843	1,125.00	1,125.00
42365	SHAW ENGINEERING	9/30/12 ARMY PROJ 9/30/12 BM PAVING PROJ 9/30/12/ARSENIC WELL 9 9/30/12/ENGINEEREESW&S		10/25/12 10/25/12 10/25/12 10/25/12	71850 71850 71850 71850	390.00 3,415.80 20,980.00 10,579.56	35,365.36
42366	BERRY ENTERPRISES	5/23/12/BATTERIES/AVPD 10/10/12/MULTIUNITSERVC		10/25/12 10/25/12	71846 71846	305.00 810.21	1,115.21
42367	DESMOND SKEATH	BUILDING MAINTENANCE PARKS CONTRACT PMT		10/25/12 10/25/12	71844 71844	400.00 1,191.50	1,591.50
42368	DESMOND SKEATH	AUSTIN LIBRARY		10/25/12	71845	350.00	350.00
42369	SRK CONSULTING, INC	10/10/12/SOLIDWASTECONSULT		10/25/12	71888	2,683.03	2,683.03
42370	ST OF NEVADA	10/8/12/WAN SERVC		10/25/12	71851	5.61	5.61
42371	ST OF NEVADA	A AIRPORT WELL APP EOT		10/25/12	71849	100.00	100.00
42372	ST OF NV DEPT OF PUBLIC						

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42373	STATEFIRE DC SPECIALTIES	10/1/12/MONITORSYST 10/12/12/FIREINSPCTR		10/25/12	71847	75.00 195.00	270.00
42374	DONNA STIENMETZ	8/29-10/12/12 WRK IN AUST		10/25/12	71878	178.00	178.00
42375	SUMMIT ENGINEERING CORP.	10/4/12/LEVEE PROJ #3		10/25/12	71852	195.00	195.00
42376	T & M LAWN CARE	PARKS MAINTENANCE		10/25/12	71853	7,550.88	7,550.88
42377	TALX UC EXPRESS	10/14/12/ORTLY FEE 10/14/12/ORTLY FEE		10/25/12	71854	105.53 316.59	422.12
42378	THOMSON WEST	9/30/12/INFORM CHR.G, DA		10/25/12	71855	1,227.00	1,227.00
42379	TIRE FACTORY	9/18/12/ALIGNMENT, AR&B 10/3/12/SERV UNIT 19 10/8/12/SERVUNIT14 10/5/12/COMP SCAN		10/25/12	71856	99.95 95.80 110.80 60.00	366.55
42380	PAULA TOMERA	9/14/12/FALLON DAIRYPRGM 9/14/12/FALLON DAIRYPRGM		10/25/12	71857	200.91 20.00	220.91
42381	PETERBILT TRUCK PARTS &	9/21/12/sockets, RB 9/24/12/ CREDIT SOCKETS 10/1/12/Socket, R&B 10/9/12SENSOR		10/25/12	71858	463.22 224.46- 264.29 104.68	607.73
42382	TYCO INTEGRATED SECURITY	10/6/12/LEARN CTR		10/25/12	71859	112.86	112.86
42383	U S POSTAL SERVICE	10/12/12/ POSTAGE SO		10/25/12	71867	200.00	200.00
42384	USA BLUE BOOK	10/3/12/MTR. PRTS, WATER		10/25/12	71889	131.08	131.08
42385	VOGUE LINEN-UNIFORM RENT	9/19/12 CREDIT 7/6/12CLNUNIFORMS, A R&B 7/13/12CLNUNIFORMS, A R&B 7/20/12/CLNUNIFORMS, A R&B 7/27/12/CLNUNIFORMS A R&B 8/31/12/CLNUNIFORMS A R&B 9/7/12/CLNUNIFORMS A R&B 9/14/12/CLNUNIFORMS A R&B		10/25/12	71860	22.98- 69.31 69.31 69.31 69.31 66.01 73.47 69.31	

LANDER COUNTY
CHECKY REGTSTER 10/25/12

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P/O #	DATE
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4167-99

VENDOR # 4606

FUND	Split
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DEPT

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TOTAL	\$ 1,996.15
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COUNTY COMMISSION APPROVAL

Authorized Signature

10/9/12



Prepared For	ROGENE HILL
Account Number	5569 1900 0062 6458
Statement Closing Date	10/04/12
Credit Line	\$5,000
Available Credit	\$3,003

Send Inquiries To:

WF BUSINESS DIRECT P.O. BOX 29482 PHOENIX, AZ 85038-8650

Send Payments To:

PAYMENT REMITTANCE CENTER PO BOX 6415 CAROL STREAM, IL 60197-6415

Account Summary

Previous Balance	\$1,189.57
- Credits	\$0.00
- Payments	\$1,189.57
+ Purchases & Other Charges	\$1,996.15
+ Cash Advances	\$0.00
+ FINANCE CHARGE	\$0.00
= New Balance	\$1,996.15

Payment Information

New Balance	\$1,996.15
Current Payment Due	\$500.00
Current Payment Due Date	10/29/12

For your records:

Amount Paid:

\$

Check Number:

Date Paid:

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL;
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAY OFF AMOUNT. PLEASE CALL 800-231-5511 FOR PAYOFF INFORMATION.
YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT

Type of Balance	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	3.250%	.00890%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	3.250%	.00890%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00
Days In Billing Cycle	29					

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
09/14	09/14	8556939LJ0A978T8Y	BRANCH PAYMENT CHECK REF# DZETMMKMKG TOTAL 5569190000626458 \$1,189.57-	1,189.57	
09/05	09/06	5543286L900J05HG7	NOR*NORTHERN TOOL 800-222-5381 MN		241.38
09/08	09/08	5543286LQ00DKSE4Y	ONSTAR 888-4ONSTAR MI		18.95
09/11	09/11	5545737LG5ZZJGS0H	LEGO EDUCATION 06202310000 KS		468.20
09/13	09/13	5554186LJ03TXLTLY	HYATT HOTELS SACRAMENTO SACRAMENTO CA FOLIO #000005569		314.00
09/19	09/19	5545737LR5ZZK35TH	LEGO EDUCATION 06202310000 KS		649.95
09/21	09/21	2524780LS00HEWPZ8	THE PLAZA MOTEL CARSON CITY NV FOLIO #722659		64.90
09/21	09/21	2524780LS00HEWR0A	THE PLAZA MOTEL CARSON CITY NV FOLIO #722661		64.90
09/25	09/25	8542892LYS66MMGA0	KD S PONY CANYON MOTEL AUSTIN NV FOLIO #xxxxxxx		113.88
10/03	10/03	5543286M500H42L4B	HNS*HUGHESNET.COM 866-347-3292 MD LANDER COUNTY TOTAL 5569195000543306 \$1,996.15		59.99

See reverse side for important information.

**Your Northern Tool Order Has Been Received****From:** "Northern Tool + Equipment" <CustomerCare@NorthernTool.com>**To:** LCPW@SBCGLOBAL.NET

Wednesday, September 5, 2012 9:17 AM

GIP
Credit Card

052-052-53880

**CLEAR A SPOT IN YOUR GARAGE. IT'S COMING.**NORTHERNTOOL.COM[CONTACT US](#)**Your Order Has Been Received**


Thank you for your recent order. Your order details can be found below.

You will receive an email confirmation that includes tracking information when your order ships.
For your current order status please click on your order number below.

Thank you for choosing Northern Tool + Equipment.

Order Number:35375760

Your order summary:

Item#	Description	Price	Quantity	Total
 <u>365366</u>	POLY ROLLER 18 X 24" PUSH/TOW	\$119.99	1	\$119.99
Subtotal				\$119.99
Shipping				\$121.39
Tax				\$0.00
Total				\$241.38

Note: Order total may not reflect special offers or promotions. Adjustments will be reflected on the final invoice.

Billing Address:**Shipping Address:**

LANDER COUNTY ROAD & BRIDGE
550 W 2ND ST
BATTLE MOUNTAIN, NV 89820-1816

LANDER COUNTY ROAD &
BRIDGE
550 W 2ND ST
BATTLE MOUNTAIN, NV
89820-1816

Email: CustomerCare@NorthernTool.com

Phone:

Customer Care: 1-800-222-5381

Product Experts: 1-800-221-0516

Mailing Address:

Northern Tool + Equipment
Attn: NorthernTool.com Customer Care
2800 Southcross Dr W
Burnsville, MN 55337



Credit Card

KD'S PONY CANYON MOTEL
36 MAIN STREET
AUSTIN, TX 78701

Merchant ID: 5000

Ref #: 0003

Sale

XXXXXXXXXX3306

MAST

Entry Method: Swiped

Total: \$ 113.88

09/25/12

18:55:39

Inv #: 003306

Appr Code: 025611

Apprvd: Online

Batch#: 000597

Cust #: 3306

Customer Copy

KD

001-006-53940

RECEIVED
SEP 27 2012
L.C. FINANCE

Credit Card☒ Landercountynv.org
Mail

Cindy Benson <cbenson@landercountynv.org>

Your booking at Carson City Plaza Hotel

1 message

booking.com <customer.service@booking.com>
Reply-To: "booking.com" <809136064@my.booking.com>
To: cbenson@landercountynv.org

Wed, Sep 5, 2012 at 4:08 PM

Thanks, your booking is now confirmed☒ BOOKING.COM online hotel reservations **Best Price Guaranteed**

Booking number	809136064
Pincode	0051
E-mail	cbenson@landercountynv.org
Booked by	Cynthia Benson
Your reservation:	1 Night, 2 rooms, 4 people
Check in:	Thursday, September 20, 12 (3:00 pm)
Check out:	Friday, September 21, 12 (11:00 am)
2 Rooms	US\$ 118
Total Price	US\$ 118
VAT not included	
Please note: additional supplements (e.g. extra bed) are not added to this total	
Traveling with children or in a group? Bringing a pet? Go to My Booking.com for special requests, booking changes, or hotel policies.	

Carson City Plaza Hotel

Address : 801 South Carson Street
Carson City (Nevada), NV 89701
United States of America
Phone: +17758839500
Email: heidi@carsoncityplaza.com
Travel information: Show directions

☒**Room 1: Queen Room with Two Queen Beds**

Featuring cable TV, this room includes a fridge and microwave.

Guest Name: Cynthia Benson
Max people: 2

Meal plan:

- Breakfast is included in the room rate.

Prepayment :

- No deposit will be charged.

Cancellation policy:

- If cancelled or modified up to 1 day before the date of arrival, no fee will be charged. If cancelled or modified later

Important information

Upon check-in, photo identification and credit card are required. All special requests are subject to availability upon check-in. Special requests cannot be guaranteed and may incur additional charges.

Hotel policies**Guest parking:**

Free public parking is possible on site (reservation is not needed).

Internet:

Wi-fi is available in the entire hotel and is free of charge.

Customer Service Info**From United States of America** 888 850 3958**When abroad** +44 20 3320 2609

or in case of no-show, 100 percent of the first night will be charged.

Cancellation Cost in local hotel time:

- Until September 18, 2012 11:59 PM [Carson City (Nevada)] : USD 0
- From September 19, 2012 12:00 AM [Carson City (Nevada)] : USD 59

Room price **US\$ 59**

Cost of this room: **US\$ 59**

VAT not included

Room 2: Queen Room with Two Queen Beds

Featuring cable TV, this room includes a fridge and microwave.

Guest Name: Rogene Hill
Max people: 2

Meal plan:

- Breakfast is included in the room rate.

Prepayment :

- No deposit will be charged.

Cancellation policy:

- If cancelled or modified up to 1 day before the date of arrival, no fee will be charged. If cancelled or modified later or in case of no-show, 100 percent of the first night will be charged.

Cancellation Cost in local hotel time:

- Until September 18, 2012 11:59 PM [Carson City (Nevada)] : USD 0
- From September 19, 2012 12:00 AM [Carson City (Nevada)] : USD 59

Room price **US\$ 59**

Cost of this room: **US\$ 59**

VAT not included

Payment

You have now confirmed and guaranteed your booking by credit card.

All payments are to be made at the hotel during your stay, unless otherwise stated in the hotel policies or in the room conditions.

The hotel reserves the right to pre-authorize credit cards prior to arrival.

This hotel accepts the following forms of payment:

American Express, Visa, Euro/Mastercard, Discover

Don't Forget

You can change or cancel your booking via our online self service tool myBooking:

<https://secure.booking.com/myreservations.html?tmpl=profile/myreservations;bn=809136064;pincode=0051>

Have a great trip!
- The Booking.com Team

PLAZA HOTEL - CARSON CITY
801 South Carson Street
Carson City, Nevada 89701
775 883-9500 TOLL FREE 888-227-1499
frontdesk@carsoncityplaza.com
Printed: 9/21/2012 - 8:03am

Page #1

CYNTHIA BENSON Guest #722659
BOOKING.COM
1945 MACKENZIE CT
BATTLE MOUNTAIN NV 89820
USA

Room: 323 STANDARD DBL QUEEN
Check-in: 09/20/12 3:41pm Out: 09/21/12 8:03am Nights: 1 Guests: 2/2

CHARGES						PAYMENT				
Date	Room	Phone	Misc.	Tax	Total	Credit	Cash	Bill	Total	Balance
09/20/12		0.00	0.00	0.00	0.00	64.90VM	0.00		64.90	-64.90
TOTAL		0.00	0.00	0.00	0.00	64.90	0.00		64.90	-64.90

AMOUNT TENDERED : \$0.00
CHANGE : \$0.00

Check-out time: 11:00am Check-in time: 3:00pm

THANK YOU FOR CHOOSING THE PLAZA HOTEL AS YOUR HOME AWAY FROM HOME! WE
HOPE TO SEE YOU AGAIN SOON.

Guest Signature: _____

THE MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, INJURIES, THEFT OR LOSS DUE TO ANY CAUSE.
THANK YOU FOR STAYING HERE WE HOPE YOU HAVE ENJOYED YOUR STAY. PLEASE CALL AGAIN ANY TIME TO
MAKE RESERVATIONS HERE.

PLAZA HOTEL - CARSON CITY
801 South Carson Street
Carson City, Nevada 89701
775 883-9500 TOLL FREE 888-227-1499
frontdesk@carsoncityplaza.com
Printed: 9/21/2012 - 8:03am

Page #1

JANE BIANCHI Guest #722661
BOOKING.COM
PO BOX 954
BATTLE MOUNTAIN NV 89820
USA

Room: 324 STANDARD DBL QUEEN
Check-in: 09/20/12 3:44pm Out: 09/21/12 8:03am Nights: 1 Guests: 2/2

CHARGES						PAYMENT				
Date	Room	Phone	Misc.	Tax	Total	Credit	Cash	Bill	Total	Balance
09/20/12		0.00	0.00	0.00	0.00	64.90VM	0.00		64.90	-64.90
TOTAL		0.00	0.00	0.00	0.00	64.90	0.00		64.90	-64.90

AMOUNT TENDERED : \$0.00
CHANGE : \$0.00

Check-out time: 11:00am Check-in time: 3:00pm

THANK YOU FOR CHOOSING THE PLAZA HOTEL AS YOUR HOME AWAY FROM HOME! WE
HOPE TO SEE YOU AGAIN SOON.

Guest Signature: _____

THE MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, INJURIES, THEFT OR LOSS DUE TO ANY CAUSE.
THANK YOU FOR STAYING HERE WE HOPE YOU HAVE ENJOYED YOUR STAY. PLEASE CALL AGAIN ANY TIME TO
MAKE RESERVATIONS HERE.

☒ Landercountynv.org
Mail

Cindy Benson <cbenson@landercountynv.org>

Your September OnStar Vehicle Diagnostics report from your Chevrolet Tahoe

1 message

OnStar Subscriber Services <vehiclediagnosics@onstar.com>

Wed, Sep 12, 2012 at 7:10 AM

Reply-To: OnStar Subscriber Services <VM@onstar.com>

To: cbenson@landercountynv.org

To ensure that you continue to receive emails from OnStar in your inbox, please add vehiclediagnosics@OnStar.com to your address book. Having trouble viewing this email? [Click here.](#)



[Privacy Statement](#)

[PLANS & SERVICES](#) | [MY ACCOUNT](#) | [RENEW SUBSCRIPTION](#)



OnStar Vehicle Diagnostics from your 2007 Chevrolet Tahoe as of 09/12/2012

Dear STATE OF NV/LAN UNTY,

Enjoy peace of mind knowing that your vehicle will continue to check in every month to help you make sure that it's ready for the road. Be sure to look for your next monthly report for updates on your vehicle's health.



No Issues Found Action Suggested Immediate Attention

DIAGNOSTIC INFORMATION

[Engine and Transmission System](#)

[Emissions System](#)

[Air Bag System](#)

[StabiliTrak® Stability Control System](#)

[Watch Video](#)

[Antilock Braking System](#)

[OnStar System](#)

VEHICLE INFORMATION

2007 Chevrolet Tahoe

VIN: 1GNFK13027J256139

[GM Owner Center Online](#)

For vehicle information, search your online [Owner's Manual](#).

Warranty Tracker

Your vehicle has one or more [active warranties](#).

ONSTAR INFORMATION

OnStar¹ Subscription

- Account #: 011-4959-318
- Safe & Sound Services
- Enrolled in [Continuous Coverage](#)

Turn-by-Turn Navigation

MAINTENANCE INFORMATION



Vehicle Maintenance

No required maintenance due at this time.

Remaining Oil Life: 65%

Mileage: 53,178

Based on oil life and mileage readings, next required maintenance and 50,000 mile service estimated at 61,100 miles.

[View maintenance summary](#)

Additional Maintenance Items

Based on your current mileage, no items on the additional maintenance list are due at this time.

Maintenance Records



Did you know you can update your maintenance records online?



Tire Pressure: Normal

- No issues found.
- Recommended tire pressure - Front: 32 psi, Rear: 32 psi

Left Front: 30 psi



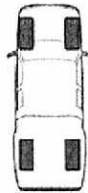
Right Front: 31 psi



Left Rear: 30 psi



Right Rear: 30 psi



[View tire pressure information](#)

VEHICLE HISTORY



Review charts of your vehicle's history.

[Oil Life History](#)

[Mileage History](#)

You still have a trial route available. Try it today and then get unlimited Turn-by-Turn Navigation when you upgrade to Directions & Connections.

[UPGRADE NOW](#)



Hands-Free Calling

- Calling #: 775-530-8146
- Minutes Remaining: 54
- Expiration: 06/18/2013 (or when OnStar subscription ends, whichever comes first)

[PURCHASE MINUTES](#)

OTHER INFORMATION

Insurance Benefit

Your mileage makes you eligible for a low mileage discount on auto insurance.

[EXPLORE OPTIONS](#)

TIPS AND EXTRAS

Announcing new OnStar service



Stay connected with your loved ones no matter where they go. Add OnStar's Family Link plan and enjoy unique access to the location of your vehicle. Learn More

All-New Owner Center

[OWNER CENTER](#)

All your owner needs in one place. Manage all of your GM vehicle's maintenance, service history and more from the all-new Owner Center. [Explore the Owner Center](#)

DEALER INFORMATION

Selling Dealer



ACCESSORIES

CHAMPION CHEVROLET
800 KIETZKE
RENO, NV 89502
(775) 786-3111

Enroll in Dealer Maintenance Notification so you won't have to worry about when to schedule service – your dealer will contact you!

ENROLL NOW →

[Dealer Website](#)
[Dealer Pricing and Offers](#)
[Schedule Service](#)

GET CONNECTED



Emergency



Security



Navigation



Connections



Diagnostics

This is an automated email — please do not respond. If you no longer wish to participate in the OnStar Vehicle Diagnostics service or feel you have received this email in error, please call 1.888.4.ONSTAR (1.888.466.7827) to speak to an Advisor. Please allow up to 30 days to process your request.

[Click here](#) if you no longer own this vehicle.

To unsubscribe from OnStar Vehicle Diagnostic, please visit the [Update Enrollment](#) page at OnStar.com.

If you are planning on transferring ownership of your vehicle, please go to [Subscription Transfers](#) for more information.

As always, if you have any questions about this report or OnStar Vehicle Diagnostics, please call 1.888.4.ONSTAR (1.888.466.7827) or visit [OnStar.com](#) for details.

¹ Visit [OnStar.com](#) for coverage maps, details and system limitations.

² XM Radio requires a subscription sold separately by XM after trial period. Available only in the 48 contiguous United States and District of Columbia. XM NavTraffic is available on certain vehicles and requires a subscription sold separately by XM after trial period. Available only in select markets. Visit [xmradio.com](#) for details.

Questions about your vehicle's monthly report? Please [contact us](#).

If you are deaf, hard of hearing, or speech impaired, [click here](#) for more information.

You can contact OnStar at the following address:
OnStar Subscriber Services, P.O. Box 1027, Warren, MI 48090-1027

© 2011 OnStar. All rights reserved.

Credit Card



Account Number : DSS7866349
 Date Due : 10/13/2012
 Invoice Number : B1-257219322
 Issue Date : 10/03/2012
 Purchase Order # : N/A

HUGHESNET and BROADBAND UNBOUND are trademarks of Hughes Network Systems, LLC

Account Summary

Previous Balance:	\$59.99	Bill To:
Payments Posted:	-\$59.99	Rogene Hill
Adjustments:	\$0.00	315 S Humboldt St
	-----	BATTLE MOUNTAIN, NV, 89820
Past Due:	\$0.00	
Monthly/One Time Charges:	\$59.99	
Usage Charges:	\$0.00	Customer Since: 09/03/2008

Current Charges:	\$59.99	
Taxes:	\$0.00	

Total Current Invoice:	\$59.99	
Total Due:	\$59.99	
Due Date:	10/13/2012	

If you or your account is subject to pending bankruptcy proceedings or a bankruptcy discharge, amounts listed on this statement prior to the petition filing date are for informational purposes only and are not an attempt to collect a debt.

Check out the HughesNet Customer Care website at customerare.myhughesnet.com for information on how to read your HughesNet invoice.

For Billing Questions, Contact:
1-866-347-3292

Detach along this line and return the above section with your payment.



DATE DUE	ACCOUNT NUMBER	AMOUNT DUE	PAYMENT ENCLOSED
10/13/2012	DSS7866349	\$59.99	\$

Invoice Number : **B1-257219322**

Purchase Order # : **N/A**

Issue Date: **10/03/2012**

Rogene Hill
 315 S Humboldt St
 BATTLE MOUNTAIN, NV 89820
 US

- Please indicate amount enclosed. Do not send cash.
- Write your account number on the check.
- Please do not submit correspondence to the address below.
- Please Include the remittance slip with payment.
- Make the check or money-order payable to:

Hughes Network Systems
 P.O. Box 96874
 Chicago, IL 60693-6874

Payment and Adjustment

	Date	SAN	Description	Amount
<u>Payments</u>				
	09/03/2012	DSS7866349	Payment - By Credit Card	-\$59.99
Total Payments				-\$59.99
Total Payments and Adjustments				-\$59.99

Account Charges

Description	Total Accounts Charged	Amount
<u>Service Fees</u>		
HughesNet Home	1	\$59.99
Total Accounts Charged	1	\$59.99

Sponsored Charges

SAN	Description	Charges(\$)
No Activity		

Installation Charges

Description	Authorization No	Units	Unit Price (\$)	Percentage Extra(%)	Extended Price(\$)
No Activity					

Tax Summary

No Tax

Site Level Details

Description	Type	Start	End	Amount
-------------	------	-------	-----	--------

Description		Type	Start	End	Amount
DSS7866349	Created: 09/03/2008	City: AUSTIN	State: NV	Zip: 89310	
HughesNet Home		Service Fee	10/03/2012	11/03/2012	\$59.99
Total Taxes For Site:					\$0.00
Total Billing for Site:					\$59.99
Total Current Site Charges:					\$59.99
Billing All Sites:					\$59.99
Taxes All Sites:					\$0.00
Total of All Sites:					\$59.99

Lander County Travel Expense Report

Properly completed forms must be submitted within five (5) working days of completion of travel.

Individual Requesting Authorization to Travel: <u>Grace Powrie</u>	Department Exercising Budget Control of Requested Funds: <u>Treasurer</u>
---	--

Reason for Travel: <u>Training - GFOA</u>	Location of Conference or Meeting: <u>SACRAMENTO, CA</u>	Dates Scheduled for the Conference or Meeting: <u>Sept 12 & 13, 2012</u>
--	---	---

Actual Expenses:

1. Actual Mileage for Use of Personal Vehicle <u>702</u> miles @ \$ <u>.55</u> per mile <u>,555</u>		\$ <u>389.61</u>
2. Airfare (attach original receipts and boarding passes or other evidence to indicate actual cost and actual use) <u>PARKING</u>	<u>used</u> <u>cc. cd</u>	\$ <u>17.00</u>
3. Lodging (attach original receipts from lodging establishments) Name of Motel or Hotel: <u>Hyatt Regency Sacramento</u>		<u>(297.00)</u> <u>(receipt)</u>
4. Meals: Breakfast <u>2</u> meals @ \$11.00 per meal Lunch <u>2</u> meals @ \$12.00 per meal Dinner <u>3</u> meals @ \$21.00 per meal	\$ <u>22-</u> \$ <u>24-</u> \$ <u>63-</u>	\$ <u>109.00</u>
5. Incidental Expenses: Rental Car (attach original receipts from car rental company) Other allowable expenses (please detail below) (attach original receipts to support expenditures)	\$ \$	\$
TOTAL ACTUAL EXPENSES		\$ <u>498.61</u>
Amount Advanced to Traveler on Travel Authorization / Request for Advance Form		(\$ <u>498.61</u>)
Amount due to or (from) Traveler (Please attach a check payable to Lander County in the amount advanced exceeds the amount of actual expenses)		\$ <u>0</u>

} 314.00 Combined
used
credit card

The amount due to or (from) Traveler should be charged or (credited) to the following account number: _____

Authorization:

I have reviewed this Travel Expense Report and authorize the amount due to or (from) traveler to be charged or (credited) against the budget that I administer as indicated above:

Grace Powrie Treasurer 09/17/12
Authorized Signature Title Date



Hyatt Regency Sacramento
at Capitol Park
1209 L Street
Sacramento, CA 95814
916 443 1234
916 321 3618

INVOICE

Guest Powrie, Grace

Payee Lander County
315 So. Humboldt St
Battle Mountain NV
United States

Room No. 0845
Arrival 09-11-12
Departure 09-13-12
Page No. 1 of 1
Folio Window 2
Folio 383375
Invoice

Membership

Bonus Code

Confirmation No. 1017460501

Group Name

Date	Description	Charges	Credits
09-11-12	Guest Room	139.00	
09-11-12	Occupancy Tax	16.68	
09-11-12	Sacramento Tourism Assessment	4.17	
09-11-12	CA Tourism Assessment	0.15	
09-12-12	Guest Room	119.00	
09-12-12	Occupancy Tax	14.28	
09-12-12	Sacramento Tourism Assessment	3.57	
09-12-12	CA Tourism Assessment	0.15	
09-12-12	Parking Overnight - Self	17.00	
09-13-12	Master Card XXXXXXXXXXXXX3306 XX/XX		314.00

No frequent traveler account has been credited for this stay. To enroll in Gold Passport, call 1-800-51-HYATT, or visit www.GoldPassport.com.

Total 314.00 314.00

Balance 0.00

Guest Signature

WE HOPE YOU ENJOYED YOUR STAY WITH US!

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

Thank you for choosing Hyatt Regency Sacramento. We hope that you enjoyed your stay with us. Our goal is to exceed our guests' expectations. If you have any comments regarding your stay please share them with us.

Consumer Affairs: Patrick Miller 916-321-3632 or Patrick.M.Miller@hyatt.com
LOST & FOUND V-MAIL: 916-443-1234 ext:4572

Please remit payment to:
Hyatt Regency Sacramento
PO Box 202649
Dallas, TX 75320-2649

Customer Service number: 1-888-863-3020
Customer Service email: Na.CustomerService@Hyatt.com

TRAINING COURSES

September 10, 2012 Group-live course

Accounting and Financial Reporting for Capital Assets

Price: \$370 Active/Associate Member
\$550 Nonmember

Time: 9:00 a.m. – 5:00 p.m. Pacific

Course level: Basic

The course will furnish participants with the basic information needed to properly account for capital assets and report them in financial statements prepared in conformity with generally accepted accounting principles (GAAP).



September 10, 2012 Group-live course

Managing the Budget Process

Price: \$370 Active/Associate Member
\$550 Nonmember

Time: 9:00 a.m. – 5:00 p.m. Pacific

Course level: Advanced

Participants will be provided with the tools and techniques to coordinate and manage the operating and capital budget process. Participants will analyze the key elements of the budget development process, such as: obtaining public input, forecasting revenue, coordinating departmental budget submissions, and communicating key budget messages to the governing body and public. Participants will learn ways to more effectively communicate with internal and external stakeholders to develop and present the budget in a way that allows the organization to best convey its goals, objectives, and mission.



September 11, 2012 Group-live course

Preparing a CAFR

Price: \$370 Active/Associate Member
\$550 Nonmember

Time: 9:00 a.m. – 5:00 p.m. Pacific

Course level: Intermediate

Prerequisite: *Intermediate Governmental Accounting* or equivalent

Participants will examine the format and contents of a CAFR prepared in accordance with both generally accepted accounting principles (GAAP) and the program requirements of GFOA's Certificate of Achievement for Excellence in Financial Reporting Program. Note: This program is an abbreviated form of GFOA's two and one-half day seminar on *Advanced Financial Reporting*.



Revised

The classes will take place at: **Hyatt Regency Sacramento**

Take advantage of discounts!

10 percent discount when you register and pay in full by August 10, 2012
10 percent group discount for 3 or more registrants attending the same course (Registrations must be submitted together and paid with one check or invoice.)
\$25 discount for paid new member

September 11 – 12, 2012 Group-live course

Concepts in Performance Budgeting

Price: \$580 Active/Associate Member
\$790 Nonmember

Time: 9:00 a.m. – 5:00 p.m. Pacific

Course level: Intermediate

Prerequisite: *Budget Analyst Training Academy*

As a result of increasing financial stress and public pressure for transparency and accountability along with the drive to improve both the efficiency and effectiveness of government programs, governments across the United States and Canada have moved to an outcome-based budget approach. This program will explain how outcome-based budgeting can be used as an effective tool to help improve both the process for preparing a budget as well as key decisions that ultimately impact the services that governments provide. Instructors will focus on each step in an outcome-based budget process, highlighting effective strategies of how each was implemented in local government. In addition, attendees will be provided worksheets and templates that assist in the preparation of outcome-based budgets.



September 12 – 13, 2012 Group-live course

Basics and New Practices for Investing Public Funds

Price: \$580 Active/Associate Member
\$790 Nonmember

Time: 9:00 a.m. – 5:00 p.m. Pacific

Course level: Intermediate

This course focuses on the investment of public funds. Participants will learn the tools and techniques to manage short-term investment portfolios. Attention will be given to the latest investment strategies and instruments. This intermediate-level course requires a basic knowledge of investment principles and practices.



September 12 – 14, 2012 Group-live course

Intermediate Governmental Accounting

Newly revised for the new *GAAFR*

Price: \$685 Active/Associate Member
\$865 Nonmember

Time: 9:00 a.m. – 5:00 p.m. Pacific (September 12, 13)

8:00 a.m. – 11:30 a.m. Pacific (September 14)

Course level: Intermediate

This course is designed to provide participants with a solid working knowledge of the specialized accounting and financial reporting used for state and local governments. Emphasis is placed throughout on differences between private- and public-sector theory and practice. Note: This course covers material already substantially covered in the GFOA's *Accounting Academy: An Intensive Introduction to Governmental Accounting, Auditing, and Financial Reporting*.



Shannon Berumen

From: legohelp@legoeducation.com
Sent: Monday, September 10, 2012 2:45 PM
To: Shannon Berumen
Subject: LEGO_Education_Order

005-000
53050
Agri Ext
Proj. B

Thank you for your recent order. We appreciate the opportunity to serve your education needs.

Following is shipping information about your order. Please call 1-800-362-4308 or email legohelp@legoeducation.com if you have any questions. Online tracking information is not available until midnight the day of the shipment.

Sales Order Number: 412529

Sales Order Date: 09/10/2012

Shipment Date: 09/10/2012

Customer Order Number: EPDSQ2243

Billing Address:

*LANDER CO SCHOOL DISTRICT
PO BOX 1300
BATTLE MOUNTAIN, NV 89820*

Shipping Address:

*LCCD - SHANNON BERUMEN
815 N 2ND STREET
BATTLE MTN, NV 89820*

Tracking Information:

UPS 1ZE663160204006947

Item: 991974 MINDSTORMS EXPANSION SET

Unit Price: (\$445.90) + Fvt

Quantity Ordered: 1

Quantity Shipped: 1

Item: 991999 D CONVERT 10" WIN 7 PRO

Unit Price: \$619.00


Quantity Ordered: 1

Quantity Shipped: 0

51+ 30.95

COMMISSIONERS' REPORT

October 25, 2012

DOC # 0265556
12/13/2012 04:20 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee: Page 1 of 4
RPTT: Recorded By: TO
Book- 639 Page- 0169

0265556

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT AMENDMENT NO. 2 TO HIGHWAY AGREEMENT NO. PR070-09-063

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.*



Amendment No. 2 to
Highway Agreement No. PR070-09-063

This Amendment is made and entered into this 23rd day of OCTOBER, 2012, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and Lander County, acting by and through its Department of Public Works, 550 West Second Street, Battle Mountain, NV 89820, hereinafter referred to as the COUNTY.

WITNESSETH:

WHEREAS, on March 30, 2009, the parties entered into Agreement No. PR070-09-063 to allow the COUNTY to design, advertise, award and manage construction of the Loneliest Highway Visitors Center Project; and

WHEREAS, the COUNTY requested and was approved for additional funds; and

WHEREAS, this Amendment increases the available funding of the agreement by One Hundred Five Thousand Two Hundred Sixty-Three and No/100 Dollars (\$105,263.00); and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. PR070-09-063.

NOW, THEREFORE, the Parties agree as follows:

- A. Article I, Paragraph 4, is amended by deleting it in its entirety and inserting in its place: "To obligate Federal Enhancement funding for a maximum amount of Seven Hundred Sixteen Thousand Four Hundred Twenty-Two and No/100 Dollars (\$716,422.00)."
- B. Article II, Paragraph 19, is amended by deleting it in its entirety and inserting in its place: "To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Thirty-Seven Thousand Seven Hundred and Six Dollars and No/100 Dollars (\$37,706.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds. The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds."
- C. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place: "The TOTAL ESTIMATED PROJECT COSTS are Seven Hundred Fifty-Four Thousand One Hundred Twenty-Eight and No/100 Dollars (\$754,128.00), which includes: Seven Hundred Sixteen Thousand Four Hundred Twenty-Two and No/100 Dollars (\$716,422.00), comprising Federal funding of ninety-five percent (95%) of the TOTAL ESTIMATED PROJECT COSTS; and a match of TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I, Paragraph 4."



D. Article III, Paragraph 7, is amended by deleting it in its entirety and inserting in its place:

7. The following is a summary of estimated costs and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
COUNTY Preliminary Engineering Costs:	\$ 20,000.00
DEPARTMENT Right-of-Way Engineering Costs:	\$ 25,000.00
DEPARTMENT Right-of-Way Acquisition Costs:	\$ 100,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
COUNTY Construction Engineering Costs:	\$ 30,568.00
Construction Costs:	<u>\$ 568,560.00</u>

TOTAL ESTIMATED PROJECT COSTS: \$ 754,128.00

AVAILABLE FUNDING SOURCES:

Federal Enhancements Funds:	\$ 716,422.00
COUNTY Funds:	<u>\$ 37,706.00</u>

TOTAL PROJECT FUNDING: \$ 754,128.00

E. Article III, Paragraph 15, is amended by deleting it in its entirety and inserting in its place: "All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Susan Martinovich, P.E., Director
Attn: Dean Morton, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7595
Fax: (775) 888-7401
E-mail address: dmorton@dot.state.nv.us

FOR COUNTY: Gene P. Etcheverry, Executive Director
Lander County
315 South Humboldt Street
Battle Mountain, Nevada 89820
Phone: (775) 635-2885
Fax: (775) 635-5332
E-mail: getcheverry@landercounty.org



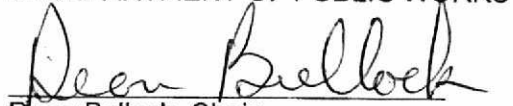
0265556

Book: 639
Page: 17212/13/2012
Page: 4 of 4


- F. All of the other provisions of Agreement No. PR070-09-063, dated March 30, 2009, and Amendment No. 1 dated February 7, 2011, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

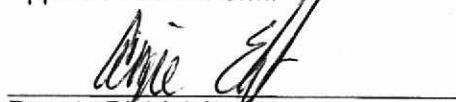
LANDER COUNTY, acting by and through
its DEPARTMENT OF PUBLIC WORKS


Dean Bullock, Chair
Lander County Board of Commissioners

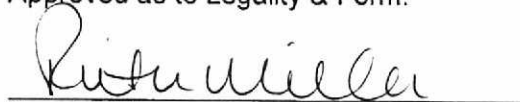
STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION


for Director

Approved as to Form:


Deputy District Attorney

Approved as to Legality & Form:


Deputy Attorney General

CORRESPONDENCE

October 25, 2012

1. Christopher J. Cook, Field Manager, Bureau of Land Management, to Reader, letter regarding the Mount Hope Project Final Environmental Impact Statement (FEIS).
2. Kenneth E. Miller, District Manager, Bureau of Land Management, to Interested Public, letter regarding the proposed Environmental Assessment (EA) for management of livestock and wild horses within the Elko District during drought conditions.
3. Kenneth R. Brown, Western Counties Alliance, to Lander County Commissioners, e-mail regarding Wild Horse Burro Advisory Meeting to be held October 29-30, 2012 in Salt Lake City, Utah.



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Mount Lewis Field Office

50 Bastian Road

Battle Mountain, Nevada 89820

Phone: 775-635-4000

Fax: 775-635-4034

http://www.blm.gov/nv/st/en/fo/battle_mountain_field.html

In Reply Refer To:
3809/1790 (NVB0630)
NVN-082096
NV063-EIS07-019

OCT 09 2012

Dear Reader,

Enclosed for your review and information is the Mount Hope Project Final Environmental Impact Statement (FEIS), prepared by the Bureau of Land Management (BLM), Battle Mountain District's Mount Lewis Field Office (MLFO). The FEIS is a full text document, which also includes all comments received on the Draft Environmental Impact Statement (DEIS) and responses to those comments.

This FEIS analyzes the Plan of Operations submitted by Eureka Moly, LLC for the Mount Hope Project. The proposed project would be located in central Nevada approximately 23 miles northwest of Eureka, Nevada.

The FEIS will be available for a minimum of 30 days prior to issuance of a Record of Decision. Comments on the Mount Hope Project FEIS may be submitted by mail to: Bureau of Land Management, 50 Bastian Road, Battle Mountain, NV 89820, ATTN: Gloria Tibbetts, Mount Hope Project; or by email to gtibbetts@blm.gov.

Before including your address, phone number, e-mail address, or other potential identifying information in your comment, you should be aware that your entire comment - including your personal identifying information - may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public view, we cannot guarantee that we will be able to do so.

If you would like any additional information, please contact Gloria Tibbetts at (775) 635-4060 or gtibbetts@blm.gov.

Sincerely,

Christopher J. Cook

Field Manager

Mount Lewis Field Office

* original documents
can be viewed in Executive
Director's office.

RECEIVED

OCT 15 2012

COUNTY COMMISSION



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Elko District Office
3900 East Idaho Street
Elko, Nevada 89801

http://www.blm.gov/nv/st/en/fo/elko_field_office.html



RECEIVED

OCT 17 2012

In Reply Refer To:
4100/4700 (NVE01000)

OCT 15 2012

COUNTY COMMISSION

Dear Interested Public:

The Bureau of Land Management (BLM) Elko District Office is seeking public input on a proposed Environmental Assessment (EA) for management of livestock and wild horses within the Elko District during drought conditions.

According to the US Drought Monitor, Nevada is currently experiencing moderate to extreme drought conditions. Because forage plants are dependent upon precipitation for growth, drought conditions reduce the amount of forage availability for livestock, wild horses, and wildlife. Drought can also reduce the amount of water that is available in streams, seeps, and springs. The proposed EA will be prepared to allow the BLM to respond to current and future drought conditions, thereby ensuring the long-term health and sustainability of public lands within the Elko District.

The proposed EA will examine several factors that will be used to make on-the-ground evaluations of allotments that may need temporary management changes due to drought conditions. Some of these factors will be winter/spring precipitation accumulation; water availability for livestock, wild horses, and wildlife; residual forage from previous growing seasons; current year's forage plant growth; plant vigor; soil moisture content; soil/site stability and hydrologic function; riparian health and function; plant community composition; and wildlife habitat condition. Other factors may also be incorporated as needed.

The proposed EA will be prepared to analyze a wide range of temporary drought response alternatives that could potentially be used to mitigate the effects of drought. These temporary responses include partial or complete closure of allotments; partial temporary suspension in animal unit months; temporary changes to season of use; reduced temporary grazing duration; changes in livestock management practices; temporary fencing of critical areas; targeted grazing of monotypic invasive annual plant communities; temporary change in kind or class of livestock; temporary water hauls; temporary above ground pipelines; and wild horse removals. Any temporary drought response alternatives implemented would be assessed on a yearly basis. If resource conditions improve and no further drought response alternatives are warranted, grazing permits would revert back to normal.

Pursuant to the National Environmental Policy Act (NEPA) and Counsel on Environmental Quality regulations for implementing NEPA, the proposed EA will identify, describe, and evaluate resource protection measures that would mitigate the possible impacts of drought management actions.

Correspondence #3
10/25/2012



Donna Bohall< dbohall@landercountynv.org>

Wild Horse Burro Advisory Board Meeting to be held October 29-30,2012 in Salt Lake City, UT

1 message

Kenneth R. Brown< krbrownwca@allwest.net>

Wed, Oct 17, 2012 at 2:00 PM

To: Undisclosed Recipients <krbrownwca@allwest.net>

Hi Everyone:

The Bureau of Land Management's National Wild Horse and Burro Advisory Board will meet in October in Salt Lake City to discuss issues relating to the management, protection, and control of wild horses and burros on Western public rangelands. The day-and-a-half meeting will take place on Monday, October 29, from 8 a.m. to 5 p.m. and Tuesday, October 30, from 8 a.m. to 12 p.m., MDT.

The meeting will take place at the Radisson Hotel Salt Lake City Downtown at 215 West South Temple. The hotel phone number for reservations is 801-531-7500 or 1-800-333-3333. The public may address the Advisory Board on Monday, October 29, at 3:30 p.m., local time. Individuals who want to make a statement at the Monday meeting should register with the BLM by 2 p.m., local time, on that same day at the meeting site. Written comments can be mailed to National Wild Horse and Burro Program, WO-260, Attention: Ramona DeLorme, 1340 Financial Boulevard, Reno, Nevada, 89502-7147. Comments may also be e-mailed to the BLM at wildhorse@blm.gov.

A copy of the tentative agenda for the meeting is attached to this e-mail.

Best Regards,

Kenneth R. Brown
Western Counties Alliance
krbrownwca@allwest.net
Phone (307) 679-3658
Fax(435) 793-5555