PROJECT MANUAL
FOR
TETON COUNTY, WYOMING
PATH 22 MIDDLE CONNECTOR PROJECT

PREPARED FOR:
TETON COUNTY, WYOMING

PREPARED BY:
NELSON ENGINEERING
430 SOUTH CACHE STREET
P.O. BOX 1599
JACKSON, WY 83001
307-733-2087

DAVE DUFALT, WY PE 8525
PROJECT MANAGER

PROJECT NO. 10-124-02
February 2015

SET NO. ________
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ADVERTISEMENT FOR BIDS

Notice is hereby given that Teton County, Wyoming is accepting sealed bids for a general contract to consist of construction of the Path 22 Middle Connector Project.

The project is generally described as the construction of approximately 2.4 miles of paved pathway (including a 733foot alternate spur pathway) including a precast box culvert underpass with wingwalls, lighting, and associated drainage system; gabion retaining walls; pile and timber retaining wall; guardrails; culverts; grading; erosion control; miscellaneous site restoration and landscaping. Project also includes signage and striping for approximately 3 miles of paved pathways.

The Plans and Project Manual for the work may be reviewed and obtained at the office of Nelson Engineering, P.O. Box 1599, 430 South Cache Street, Jackson, Wyoming, upon payment of a $75.00, non-refundable fee for supply of the entire Project Manual and complete plan set. No partial sets will be issued.

Questions regarding the technical aspects or requirements of the Contract Documents are to be referred to the Project Manager, Dave Dufault, PE, Nelson Engineering, Jackson, Wyoming, 307-733-2087.

All Bids must be accompanied by a Cashier’s Check, Irrevocable Letter of Credit, or a Bid Bond, executed by the bidder, as Principal, and a satisfactory surety company, executed in favor of the Owner in the amount of five percent (5%) of the maximum amount of the Base Bid. The Bid Bond shall be accompanied by a certified copy of Power of Attorney and signed or countersigned by an agent of the bonding company. The Cashier’s Check, Irrevocable Letter of Credit, or Bid Bond will be retained by the Owner as liquidated damages if the successful bidder refuses or fails to enter into a contract or to furnish a Contractor’s Payment and Performance Bond, and meet the other required provisions including insurance, within ten (10) days after being notified of the award of the Contract. Performance and Payment Bonds, or other collateral or surety acceptable to the Owner, shall be furnished by the successful bidder each in the amount of one hundred percent (100%) of the contract price. Such Performance and Payment Bonds shall be accompanied by a certified copy of Power of Attorney and shall be signed or countersigned by a Wyoming resident agent of the bonding company. No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening. Each bid must conform and be responsive to all pertinent Project Manual/Project Drawing requirements and acknowledge receipt of all addenda to the project.

Sealed bids will be received in the office of Teton County Engineering, P.O. Box 3594, 320 South King Street, Jackson, Wyoming 83001 until Thursday, February 26, 2015 at 2:00 PM. All bids will be publicly opened and read aloud by the Owner immediately thereafter at the same location. Bids shall be sealed in an envelope plainly marked with the Bidder's name and the following title: "Path 22 Middle Connector Project".

All bids will be reviewed by the Engineer and presented to Teton County for possible action at the next scheduled meeting subsequent to the date of the bid opening.

Attention of the bidders is particularly called to the requirements in the Wyoming Statutes regarding preference for Wyoming products and the 5% preference, which will be given to
Wyoming contractors.

A Pre-Bid Conference will be held downstairs at the Teton County Engineering office, 320 South King Street, Jackson, WY, at **10:30 AM, Thursday, February 19, 2015**. Representatives of Owner and Engineer will be present to discuss the Project. Bidder attendance at the conference is **mandatory**.

Teton County reserves the right to reject any and all bids, to waive all informalities, and may accept any bid which in its opinion best serves its interests.

TETON COUNTY, WYOMING
PUBLISH: February 4, 11, 18, 2015
BILL: Teton County Engineering, P.O. Box 3594, Jackson, WY 83001
ARTICLE 1 - DEFINED TERMS

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

A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office is Nelson Engineering, 430 South Cache Street, P.O. Box 1599, Jackson, WY 83001, phone (307) 733-2087.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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 are provided to Bidders separately from the Contract Documents. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

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

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

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

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

D. Paragraph deleted.

E. Obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

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

H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given
Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in 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 mandatory Pre-Bid conference will be held at 10:30 a.m. local time on February 19, 2015 at the Teton County Engineering office located at 320 South King Street in Jackson, WY. Representatives of 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 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 e-mailed, mailed and faxed to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5%) percent of Bidder’s maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security...
security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in Article 6 of the Bid Form and 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 without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers,
individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to 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.

ARTICLE 13 - PREPARATION OF BID

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

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. The Unit Bid Price and the Total Price of each bid item shall be stated in numerals.

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

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

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

13.06 A Bid by an individual shall show the Bidder’s name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

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, if any, shall also be shown on the Bid Form.
ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

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

14.02 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 Form, and the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.

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 (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to the Bid Recipient as shown on the Bid Form.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.
ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, 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 not be 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 and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder with the lowest total bid price and whose Bid is in the best interests of the Project.
ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - RETAINAGE

23.01 Provisions concerning Contractor’s retainage are set forth in the Agreement.
SECTION 00410

BID FORM

TETON COUNTY, WYOMING
PATH 22 MIDDLE CONNECTOR PROJECT

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<td>Bid Submittal</td>
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</tbody>
</table>
ARTICLE 1 – BID RECIPIENT

1.01  This Bid is submitted to:  

Teton County, Wyoming  
P.O. Box 3594  
Jackson, WY 83001

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01  In submitting this Bid, Bidder represents that:

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

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<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
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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 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 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. Bidder is responsible for locating underground facilities
and utilities prior to commencing work and responsible for ensuring that construction of the project does not damage existing utilities.

E. 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.

F. 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.

G. 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.

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

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its 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 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
## PATH 22 MIDDLE CONNECTOR PROJECT

### Bid Schedule

#### Base Bid:

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<th>Item No.</th>
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<th>Unit</th>
<th>Quantity</th>
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<th>Total Price</th>
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<td>$30,000.00</td>
<td></td>
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<tr>
<td>2020.1</td>
<td>Temporary Traffic Control</td>
<td>LS</td>
<td>1</td>
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</tr>
<tr>
<td>2030.1</td>
<td>Contractor Stormwater Control</td>
<td>LS</td>
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<td></td>
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<tr>
<td>2030.2</td>
<td>Silt Fence</td>
<td>FT</td>
<td>50</td>
<td></td>
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</tr>
<tr>
<td>2030.3</td>
<td>Sediment Logs</td>
<td>FT</td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2075.1</td>
<td>Stripping of Existing Asphalt Surfacing</td>
<td>SYD</td>
<td>700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2110.1</td>
<td>Clearing and Grubbing</td>
<td>FA</td>
<td>1</td>
<td>$35,000.00</td>
<td></td>
</tr>
<tr>
<td>2210.1</td>
<td>Unclassified Excavation Above Subgrade</td>
<td>CY</td>
<td>15500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2210.2</td>
<td>Unclassified Excavation Below Subgrade</td>
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<td>250</td>
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<td></td>
</tr>
<tr>
<td>2210.3</td>
<td>Imported Borrow Excavation (Owner Furnished)</td>
<td>TON</td>
<td>16500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2231.1</td>
<td>Crushed Base (Owner Furnished)</td>
<td>TON</td>
<td>3690</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2231.2</td>
<td>WYDOT Grading W Crushed Base (Contractor Furnished)</td>
<td>TON</td>
<td>340</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2280.1</td>
<td>Topsoil</td>
<td>CY</td>
<td>2900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2512.1</td>
<td>Plant Mix Bituminous Pavement - Pathway Mix</td>
<td>TON</td>
<td>1670</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2512.2</td>
<td>Plant Mix Bituminous Pavement - WYDOT Mix</td>
<td>TON</td>
<td>182</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2570.1</td>
<td>Force Main Manhole Adjustment</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2725.2</td>
<td>18&quot; CMP</td>
<td>FT</td>
<td>315</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2725.3</td>
<td>18&quot; Flared End</td>
<td>EA</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2776.1</td>
<td>Concrete Flatwork - Broom Finish</td>
<td>SF</td>
<td>1250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2776.2</td>
<td>Concrete Flatwork - Exposed Aggregate Finish</td>
<td>SF</td>
<td>90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2780.1</td>
<td>Highway 22 Underpass</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2780.2</td>
<td>Highway 22 Underpass Drain System</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2780.3</td>
<td>Highway 22 Underpass Electrical and Lighting</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2790.1</td>
<td>Soldier Pile Retaining Wall</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2805.1</td>
<td>Remove and Reset Sign/Mailbox</td>
<td>EA</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2810.1</td>
<td>Signs</td>
<td>EA</td>
<td>70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2820.1</td>
<td>Pavement Markings</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2895.1</td>
<td>Geotextile Fabric - Separation and Stabilization</td>
<td>SY</td>
<td>7150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2900.1</td>
<td>Landscaping</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2900.2</td>
<td>Landscaping at Mitigation Site</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2900.3</td>
<td>Mitigation Irrigation System</td>
<td>FA</td>
<td>1</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>2900.2</td>
<td>Erosion Control Blanket</td>
<td>SY</td>
<td>7600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>202.03615</td>
<td>Removal of Guardrail and Barrier</td>
<td>FT</td>
<td>835</td>
<td></td>
<td></td>
</tr>
<tr>
<td>511.01</td>
<td>Gabions</td>
<td>CY</td>
<td>570</td>
<td></td>
<td></td>
</tr>
<tr>
<td>606.05015</td>
<td>Box Beam end Terminal (WYBET Self Oxidizing)</td>
<td>EA</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>606.05005</td>
<td>Box Beam Guardrail (Self Oxidizing)</td>
<td>FT</td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>606.0103</td>
<td>MGS Guardrail (Weathering Steel)</td>
<td>FT</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>606.0206</td>
<td>MGS Terminal Type I (Weathering Steel)</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>607.0207</td>
<td>MGS Terminal Type II (Weathering Steel)</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>607.1</td>
<td>Fence at Indian Springs Retaining Wall</td>
<td>LF</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>607.2</td>
<td>Right of Way Fence Modifications</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### BASE BID TOTAL:

| (use words) | Dollars | (use figures) | $ |

The apparent low bidder will be determined by comparison of the Base Bid Total above.
## Additive Bid Alternate A

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2210.3</td>
<td>Imported Borrow Excavation (Contractor Furnished)</td>
<td>TON</td>
<td>16500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Price from Bid Item 2210.3 in the Base Bid Above

Total Increase/Decrease to Bid Item 2210.3 in the Base Bid Above from Additive Bid Alternate A $

## Additive Bid Alternate B

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2231.1</td>
<td>Crushed Base (Contractor Furnished)</td>
<td>TON</td>
<td>3690</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Price from Bid Item 2231.1 in the Base Bid Above

Total Increase/Decrease to Bid Item 2231.1 in the Base Bid Above from Additive Bid Alternate B $

## Additive Bid Alternate C - Bar Y Spur Pathway

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2210.1</td>
<td>Unclassified Excavation Above Subgrade</td>
<td>CY</td>
<td>275</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2210.2</td>
<td>Unclassified Excavation Below Subgrade</td>
<td>CY</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2210.3</td>
<td>Imported Borrow Excavation (Owner Furnished)</td>
<td>TON</td>
<td>515</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2231.1</td>
<td>Crushed Base (Owner Furnished)</td>
<td>TON</td>
<td>190</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2280.1</td>
<td>Topsoil</td>
<td>CY</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2512.1</td>
<td>Plant Mix Bituminous Pavement - Pathway Mix</td>
<td>TON</td>
<td>76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2810.1</td>
<td>Signs</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2820.1</td>
<td>Pavement Markings</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2900.1</td>
<td>Landscaping</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Price Bid Alternate C $

Selection of each of the Additive Bid Alternates will be at the sole discretion of the Owner. The Owner reserves the right to accept or reject any of the apparent low Bidder's (based on Base Bid) additive alternates for any reason at it's sole discretion.
A. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

B. 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, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work on Path 22 Middle Connector Project, shall not be initiated until after March 3, 2015. Bidder agrees that the Work will be substantially complete on or before September 4, 2015, and will be completed and ready for final payment in accordance with Paragraph 14.07. B of the General Conditions on or before September 18, 2015.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Required Bid Security in the form of certified or cashier’s check or acceptable bid bond.

B. Required Bidder Qualification Statement with Supporting Data.

C. List of Proposed Subcontractors

D. A company-wide hourly rate sheet for equipment and labor, including operators and supervisory personnel.

E. Wyoming Certification of Residency, if claiming status as in-state contractor.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): ____________________________________________________________

By: _____________________________________________________________________________

(Individual’s signature)

Doing business as:_________________________________________________________________

Business address:__________________________________________________________________
___________________________________________________________________

Phone No. (____) ______ FAX No. (____) ______ E-Mail Address _______________________

BID and BID Schedule
00410 - 6 of 8
A Partnership

Partnership Name: ___________________________________________________________

By: _______________________________________________________________________

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

Name (typed or printed): ______________________________________________________

Business address:__________________________________________________________________

___________________________________________________________________

Phone No. (      )        FAX No. (      )        E-Mail Address _______________________

A Corporation

Corporation Name: ____________________________________________________________

State of Incorporation:___________________________________________________________

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

By: ___________________________________________________________________________

(Signature -- attach evidence of authority to sign)

Name (typed or printed): __________________________________________________________

Title: _____________________________________________________  (CORPORATE SEAL)

Attest_____________________________________________________

Date of Authorization to do business in Wyoming is      /      /

Business address:__________________________________________________________________

___________________________________________________________________

Phone No. (      )        FAX No. (      )        E-Mail Address _______________________

A Joint Venture

Name of Joint Venture: _____________________________________________________________

First Joint Venturer Name: _________________________________________________________

By: _______________________________________________________________________________

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

Name (typed or printed): __________________________________________________________

Title: _____________________________________________________

Second Joint Venturer Name: _________________________________________________________
By: ______________________________________________________________________________

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

Name (typed or printed): ____________________________________________________________

Title: ____________________________________________________________________________

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

Business address:______________________________________________________________

______________________________________________________________

Phone No. (___) ______ FAX No. (___) ______ E-Mail Address _______________________

SUBMITTED on _____, 20___.

State Contractor License No. _____ (If applicable)
BIDDER QUALIFICATION STATEMENT

1. Bidder's organization has been in existence as a business under its present name and ownership for _______ years since _______.

2. Bidder's organization has had experience in work comparable to that required under this contract for_________ years.

3. The Bidder has performed similar work on the following projects:

<table>
<thead>
<tr>
<th>Year</th>
<th>Contract Amount</th>
<th>Type of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Bidder refers to the following for references on the aforementioned project:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Bank Reference

   _______________________________________________________

   _______________________________________________________

6. Surety Reference

   _______________________________________________________

   _______________________________________________________
7. Following is a list of equipment definitely available for use on the project: (Give quantity and description)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

______________________________________________

Signature
LIST OF PROPOSED SUBCONTRACTORS

The bidder submits the following as to subcontractors he intends to employ if awarded the Contract:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>WORK TO BE PERFORMED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
SECTION 00435

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: ____________________________  ____________________________

(Words)  (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

Bidder’s Name and Corporate Seal (Seal)

By: ________________________________

Signature and Title

Attest: ______________________________

Signature and Title

SURETY

Surety’s Name and Corporate Seal (Seal)

By: ________________________________

Signature and Title

(A ttach Power of A ttorney)

Attest: ______________________________

Signature and Title

Note: Above addresses are to be used for giving required notice.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder’s Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
   1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
   1.2. In no event shall Bidder’s and Surety’s obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and 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.
THIS AGREEMENT is dated as of the _________ day of _________, in the year 2015, by and between the Teton County, Wyoming, hereinafter called OWNER, and __________________, hereinafter called CONTRACTOR, for the project known as the Path 22 Middle Connector Project.

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

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of approximately 2.4 miles of paved pathway including 12’Wx8’H box culvert underpass with wingwalls, lighting, and associated drainage system; gabion retaining walls; pile and timber retaining wall; guardrails; culverts; grading; erosion control; miscellaneous site restoration and landscaping. Project also includes and signage and striping for approximately 3 miles of paved pathways.

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: all work as shown and described in the Contract Documents.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Nelson Engineering (Engineer), who will assist the Owner’s representative, and will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work on the Town Path 22 Middle Connector Project, shall not be initiated until after March 3, 2015. Bidder agrees that the Work will be substantially completed by September 4, 2015 and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by September 18, 2015.

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 preceding 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 $500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500.00 for each day that expires after the 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 established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Bid Schedule in the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed, payment will be for actual quantities as determined by ENGINEER in accordance with Article 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment once 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. Ninety (90%) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

   b. Ninety (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 ninety-five (95%) percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less Engineer’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of eight (8%) percent per annum.

ARTICLE 8 - CONTRACTOR’S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions 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 (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. Notice of Award (pages 1 to 1, inclusive).
5. General Conditions (pages 1 to 41, inclusive).
6. Supplementary Conditions (pages 1 to 3, inclusive).
7. Specifications as listed in the Specifications Index of the Project Manual.
8. Drawings consisting of _____ sheets with each sheet bearing the Path 22 West Logo and dated 02/09/2015. And including WYDOT Standard Plans listed on the Plan Set Title Sheet.
9. Addenda Nos. __ to __, issued prior to Bid.
10. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid (pages 1 to 7, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed (pages 1 to 1, inclusive).
   b. Work Change Directives.
   c. Change 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.
This Agreement will be effective on ________________ (which is the Effective Date of the Agreement).

OWNER:

TETON COUNTY, WYOMING

BY______________________________

ATTEST:

NAME_________________________ ITS_________________________

TITLE_________________________

ADDRESS:

P.O. Box 3594

Jackson, WY 83001

CORPORATE SEAL

CONTRACTOR:

BY______________________________

ATTEST:

NAME_________________________ ITS_________________________

TITLE_________________________

ADDRESS:


CORPORATE SEAL
**SECTION 00510**

**Notice of Award**

Dated ________________

<table>
<thead>
<tr>
<th>Project:</th>
<th>Path 22 Middle Connector Project</th>
<th>Owner:</th>
<th>Teton County, Wyoming</th>
<th>Owner's Contract No.:</th>
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<tr>
<td>Contract:</td>
<td>Path 22 Middle Connector Project</td>
<td>Engineer's Project No.:</td>
<td>10-124-02</td>
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</tr>
<tr>
<td>Bidder:</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Bidder's Address:** (send Certified Mail, Return Receipt Requested)

You are notified that your Bid dated __________ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Path 22 Middle Connector Project.

The Contract Price of your Contract is $________, based on the unit prices bid per contract documents.

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award.

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 three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).

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.

---

Teton County, Wyoming

Owner

By: __________________________________________

Authorized Signature

Title ____________________________ Date ________________

Copy to Engineer
SECTION 00610
PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

______________________________________________ ________________________________________________________

______________________________________________ ________________________________________________________

______________________________________________ ________________________________________________________

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

______________________________________________ ________________________________________________________

______________________________________________ ________________________________________________________

OWNER (Name and Address):

_______________________________________________________________________________________________________

_______________________________________________________________________________________________________

_______________________________________________________________________________________________________

CONTRACT
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: ______________________

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

SURETY

Company:
Signature: __________________________ (Seal)
Name and Title: ______________________

Surety’s Name and Corporate Seal
By: ________________________________
Signature and Title
(Attach Power of Attorney)

Attest: ______________________________
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:
Signature: __________________________ (Seal)
Name and Title: ______________________

SURETY

Company:
Signature: __________________________ (Seal)
Name and Title: ______________________

Surety’s Name and Corporate Seal
By: ________________________________
Signature and Title
(Attach Power of Attorney)

Attest: ______________________________
Signature and Title:

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 where the Contract was to be performed, 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, actual damages caused by delayed performance or non-performance of Contractor. 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.
SECTION 00615
PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT
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:

SURETY
Company:
Signature: ___________________________ (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
Company:
Signature: ___________________________ (Seal)
Surety’s Name and Corporate Seal
By: ________________________________
Signature and Title
(Attach Power of Attorney)

Attest: ________________________________
Signature and Title

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.
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. A 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.
SECTION 00650
NOTICE TO PROCEED

Dated

Project: Path 22 Middle Connector Project
Owner: Teton County, Wyoming
Owner's Contract No.: 

Contract: Path 22 Middle Connector Project
Engineer's Project No.: 10-124-02

Contractor:

Contractor's Address:

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 ____________.

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

(Contractor) Teton County, Wyoming
Received by: (Owner)
Authorized Signature Given by: Authorized Signature
(Title) (Title)
(Date) (Date)

Copy to Engineer
Contractor's Application For Payment No. ________

Application Period: __________________________ Application Date: __________________________

To (Owner): Teton County, Wyoming From (Contractor): __________________________

Via (Engineer): __________________________

Project: Path 22 Middle Connector Project Contract: Path 22 Middle Connector Project

Owner's Contract No.: __________________________ Contractor's Project No.: __________________________

Engineer's Project No.: 10-124-02

APPLICATION FOR PAYMENT

Change Order Summary

<table>
<thead>
<tr>
<th>Approved Change Orders</th>
<th>1. ORIGINAL CONTRACT PRICE</th>
<th>2. Net change by Change Orders</th>
<th>3. CURRENT CONTRACT PRICE (Line 1 ± 2)</th>
<th>4. TOTAL COMPLETED AND STORED TO DATE</th>
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<tbody>
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</table>

5. RETAINAGE:
   a. _____ % x $ Work Completed
   b. _____ % x $ Stored Material
   c. Total Retainage (Line 5a + Line 5b)

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)

8. AMOUNT DUE THIS APPLICATION

9. BALANCE TO FINISH, PLUS RETAINAGE
   (Column G on Progress Estimate + Line 5 above)

CONTRACTOR'S CERTIFICATION

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

Payment of: $____________________________ (Line 8 or other - attach explanation of other amount)

is recommended by: __________________________ (Engineer) __________________________ (Date)

Payment of: $____________________________ (Line 8 or other - attach explanation of other amount)

is approved by: __________________________ (Owner) __________________________ (Date)

Approved by: __________________________ Funding Agency (if applicable) __________________________

By: __________________________ Date: __________________________

Funding Agency (if applicable) __________________________ (Date)
### Progress Estimate

**Contractor’s Application**

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
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<td>Description</td>
<td>Item</td>
<td>Scheduled Value</td>
<td>Work Completed</td>
<td>Materials Presently Stored (not in C or D)</td>
<td>Total Completed and Stored to Date (C + D + E)</td>
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<td></td>
<td></td>
<td>From Previous Application (C + D)</td>
<td>This Period</td>
<td>% (E)</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Prepared by the Engineers’ Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.
## Progress Estimate

### Contractor’s Application

<table>
<thead>
<tr>
<th>Item</th>
<th>Bid Item No.</th>
<th>Description</th>
<th>Bid Quantity</th>
<th>Unit Price</th>
<th>Bid Value</th>
<th>Estimated Quantity Installed</th>
<th>Value</th>
<th>Materials Presently Stored (not in C)</th>
<th>Total Completed and Stored to Date (D + E)</th>
<th>% (F)</th>
<th>Balance to Finish (B - F)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Totals
### Stored Material Summary

**Contractor's Application**

For (contract):  

Application Number:  

Application Period:  

Application Date:  

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
</table>
| **Invoice No.** | **Shop Drawing Transmittal No.** | **Materials Description** | **Stored Previously** | **Stored this Month** | **Incorporated in Work** | **Materials Remaining in Storage ($)** 
(D + E - F) |
| **Date (Month/Year)** | **Amount ($)** | **Amount ($)** | **Subtotal** | **Date (Month/Year)** | **Amount ($)** |
| **Totals** | | | | | |

---

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.
PLEASE ATTACH ALL INVOICES TO BACK OF VOUCHER

WARRANT NUMBER: 

VOUCHER

TETON COUNTY WYOMING, P.O. BOX 1727
JACKSON, WY 83001

VENDOR NAME: 

VENDOR ADDRESS:

DEPARTMENT:

BUDGET ACCOUNT NUMBER: (ASSIGNED BY DEPT.)
(If multiple accounts, list below)

DESCRIPTION OF CHARGE, PURCHASE, ETC. ATTACH INVOICES.


TOTAL

STATE OF WYOMING) ss
COUNTY OF TETON )

I certify, under penalty of perjury, that this voucher and the items included therein for payment are correct and just in all respects.

Dated ______________________ , 20

Signature of Claimant

EO/DR APPROVAL ________________________________

CLERK REVIEW ___________
**SECTION 00670**

**Change Order**

No. ___________

**Date of Issuance:** ____________________  **Effective Date:** ____________________

<table>
<thead>
<tr>
<th>Project: Path 22 Middle Connector Project</th>
<th>Owner: Teton County, Wyoming</th>
<th>Owner's Contract No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract: Path 22 Middle Connector Project</td>
<td>Date of Contract:</td>
<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td>Engineer's Project No.: 10-124-02</td>
<td></td>
</tr>
</tbody>
</table>

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

**Description:**

---

**Attachments:** (List documents supporting change):

---

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
</tr>
<tr>
<td>$________________________</td>
<td>☐ Working days ☐ Calendar days</td>
</tr>
<tr>
<td>Substantial completion (days or date):</td>
<td></td>
</tr>
<tr>
<td>Ready for final payment (days or date):</td>
<td></td>
</tr>
</tbody>
</table>

[I]ncrease [D]ecrease from previously approved Change Orders No.________ to No.________:

| $________________________ |
| Substantial completion (days): |
| Ready for final payment (days): |

Contract Price prior to this Change Order:

| $________________________ |

Contract Price incorporating this Change Order:

| $________________________ |

---

RECOMMENDED:  ACCEPTED:  ACCEPTED:

By: ________________________  By: ________________________  By: ________________________

Engineer (Authorized Signature)  Owner (Authorized Signature)  Contractor (Authorized Signature)

Date: ________________________  Date: ________________________  Date: ________________________

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

---
A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.
### SECTION 00675

**Work Change Directive**

<table>
<thead>
<tr>
<th>No.</th>
<th></th>
</tr>
</thead>
</table>

**Date of Issuance:** _____________________________  **Effective Date:** _____________________________

<table>
<thead>
<tr>
<th>Project: Path 22 Middle Connector Project</th>
<th>Owner: Teton County, Wyoming</th>
<th>Owner's Contract No.:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contract: Path 22 Middle Connector Project</th>
<th>Date of Contract:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Engineer's Project No.: 10-124-02</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
</tr>
</thead>
</table>

**Attachments (list documents supporting change):**

**Purpose for Work Change Directive:**

- [ ] Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
  - [ ] Nonagreement on pricing of proposed change.
  - [ ] Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

<table>
<thead>
<tr>
<th>Contract Price $ ________ (increase/decrease)</th>
<th>Contract Time ________ days (increase/decrease)</th>
</tr>
</thead>
</table>

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

**Recommended for Approval by Engineer:** _____________________________  **Date:**

**Authorized for Owner by:** _____________________________  **Date:**

**Accepted for Contractor by:** _____________________________  **Date:**

**Approved by Funding Agency (if applicable):** _____________________________  **Date:**

---

**EJCDC No. C-940 (2002 Edition) 00675-1**

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.
# SECTION 00690

## Certificate of Substantial Completion

<table>
<thead>
<tr>
<th>Project: Path 22 Middle Connector Project</th>
<th>Owner: Teton County, Wyoming</th>
<th>Owner's Contract No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract: Path 22 Middle Connector Project</td>
<td>Date of Contract:</td>
<td>Engineer's Project No.: 10-124-02</td>
</tr>
<tr>
<td>Contractor:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

Accepted by Contractor

Accepted by Owner
DIVISION 2

GENERAL CONDITIONS
These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).
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**GENERAL CONDITIONS**

**ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**

1.01 **Defined Terms**

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. **Addenda**--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. **Agreement**--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. **Application for Payment**--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. **Asbestos**--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. **Bid**--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. **Bidder**--The individual or entity who submits a Bid directly to Owner.

7. **Bidding Documents**--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. **Bidding Requirements**--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. **Change Order**--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. **Claim**--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. **Contract**--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. **Contract Documents**--Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor’s submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. **Contract Price**--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. **Contract Times**--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.

15. **Contractor**--The individual or entity with whom Owner has entered into the Agreement.

16. **Cost of the Work**--See Paragraph 11.01A for definition.

17. **Drawings**--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. **Effective Date of the Agreement**--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. **Engineer**--The individual or entity named as such in the Agreement.
20. Field Order--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. General Requirements--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. Hazardous Environmental Condition--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. Hazardous Waste--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. Laws and Regulations; Laws or Regulations--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. Liens--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. Milestone--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. Notice of Award--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. Notice to Proceed--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. Owner--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. PCBs--Polychlorinated biphenyls.

31. Petroleum--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. Progress Schedule--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.

33. Project--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. Project Manual--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. Radioactive Material--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. Related Entity--An officer, director, partner, employee, agent, consultant, or subcontractor.

37. Resident Project Representative--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. Samples--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. Successful Bidder--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. Supplementary Conditions--That part of the Contract Documents which amends or supplements these General Conditions.

48. 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.

49. 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.

50. Unit Price Work--Work to be paid for on the basis of unit prices.

51. 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.

52. Work Change Directive--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The 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. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

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

2.05 Before Starting Construction

A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

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

2.06 Preconstruction Conference

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

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor’s full responsibility therefor.

2. Contractor’s Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor’s Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that 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 or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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, contractors, 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 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.

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 Owner or any other additional insured) which Owner 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 Contractor is required to purchase and maintain.

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. 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 insured (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;
shall be listed as an insured or additional insured; each of whom is deemed to have an insurable interest and subcontractors of each and any of them, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, 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;  

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, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:  

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, 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;  

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, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (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. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the 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.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions 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) in such policies and will provide primary coverage 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 Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, 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 Owner and made payable to Owner 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. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner’s exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract
Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

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

ARTICLE 6 - CONTRACTOR’S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devising 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 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) 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 Draw-
ings 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: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

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 Drawing’s 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 thereof 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, 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 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 Contract 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 an 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 the employees' 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, expresses, 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, expediters, 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 quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect 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, or 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.

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. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor 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, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner’s objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer’s issuing the definitive certificate of Substantial Completion, Engineer’s aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to 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 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 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.

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


B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor’s tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor’s services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor’s services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor’s stopping the Work as permitted by this Paragraph.
ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer’s action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of 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.
DIVISION 3

SUPPLEMENTARY CONDITIONS
DIVISION 3
Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2002 Edition) 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 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.A.3. Add the following language to the end of paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is included in Section 00660.

SC-1.01.A.9. Add the following language to the end of paragraph 1.01.A.9:

The Change Order form to be used on this Project is included in Section 00670.

SC-1.01.A.45. Add the following language to the end of paragraph 1.01.A.45:

The Certificate of Substantial Completion form to be used on this Project is included in Section 00690.

SC-2.03.A. 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 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 thirty (30) days after the Effective Date of the Agreement.

SC-2.05.A.4. Add a new paragraph immediately after paragraph 2.05.A.3 of the General Conditions which is to read as follows:

4. A preliminary list of construction equipment with hourly rates, owned or rented by the CONTRACTOR and all Subcontractors that will be used in the performance of the Work. The equipment list will include information necessary to confirm the hourly rates per Paragraph 11.01.5.c of the General Conditions and these Supplementary Conditions including: make, model, and year of manufacture as well as the horse power, capacity or weight, and accessories.

SC-4.02.A.3 Add the following new paragraph immediately after paragraph 4.02A.2; A limited geotechnical engineering report for the project, prepared by Nelson Engineering, and other subsurface test pit data is available.

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

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

1. Workers’ Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:
   
a. State: Statutory
b. Applicable Federal (e.g., Longshoremen’s) Statutory
c. Employer’s Liability $ 500,000

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

   a. General Aggregate $ 2,000,000
b. Products - Completed Operations Aggregate $ 1,000,000
c. Personal and Advertising Injury $ 1,000,000
d. Each Occurrence (Bodily Injury and Property Damage) $ 1,000,000
e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
   a. Bodily Injury:
      Each person $ 500,000
      Each Accident $ 1,000,000
   b. Property Damage:
      Each Accident $ 500,000
   c. Combined Single Limit of $ 1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
   a. Bodily Injury:
      Each Accident $ 500,000
      Annual Aggregate $ 1,000,000
   b. Property Damage:
      Each Accident $ 500,000
      Annual Aggregate $ 1,000,000

5. Teton County and Nelson Engineering shall be included as an additional insured under the General Liability Policy for this project.

SC-6.06.B.2. Add a new paragraph immediately after paragraph 6.06.B of the General Conditions which is to read as follows:

   The CONTRACTOR shall not award Work to Subcontractor(s) in excess of 50% of the Contract Price, without prior written approval of OWNER.

SC-9.03.A. Add the following language at the end of paragraph 9.03:

   The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in the OWNER-ENGINEER Agreement, as amended and executed for this specific Project.

SC-11.01.A.5.c. Delete paragraph 11.01.A.5.c of the General Conditions in its entirety and insert the following in its place:

11.01.A.5.c Use of all construction equipment and machinery and parts thereof whether owned by the CONTRACTOR or rented in accordance with rental agreements approved by Owner with the advice of ENGINEER. Cost will include the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof for equipment involved only in this portion of the Work. Transportation costs will not be included for equipment already on the Site which is being used for other portions of the Work. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work. Hourly equipment and machinery rates shall be calculated from the Rental Rate Blue Book for Construction Equipment, the Equipment List submitted according to SC 2.05, and as follows:

   11.01.A.5.c.1. For working equipment, the hourly rate shall be the monthly rate divided by 176 hours per month plus the hourly operating cost.

   11.01.A.5.c.2. For equipment on standby, the hourly rate shall be 50% of the monthly rental hourly rate divided by 176 hours per month, and the hourly operating cost shall not be applied.

   11.01.A.5.c.3. For specialized equipment rented for a short duration used for change order work or additional work not part of the scope of the Work bid, the equipment rental rates will be negotiated prior to the Work being performed.

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following in its place:

   D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

   1. if the Bid price of a particular item of Unit Price Work amounts to fifteen (15%) percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than thirty (30%) percent from
the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-14.02.A.1. Delete the first sentence of paragraph 14.02.A.1 of the General Conditions in its entirety and insert the following in its place:

14.02.A.1. On the last day of each month, the CONTRACTOR shall submit to the ENGINEER for review an Application for Payment filled out and signed by the CONTRACTOR covering the work completed as of the date of application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

SC-14.02.B.1. Delete paragraph 14.02.B.1 of the General Conditions in its entirety and insert the following in its place:

The ENGINEER will, within five (5) working days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the application to the OWNER, or return the application to the CONTRACTOR indicating in writing the ENGINEER's reason for refusing to recommend payment. In the latter case, the CONTRACTOR may make necessary changes and resubmit the application.

SC-14.02.C.1. Delete paragraph 14.02.C.1 of the General Conditions in its entirety and insert the following in its place:

14.02.C.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.C.1. Delete paragraph 14.07.C.1 of the General Conditions in its entirety and insert the following in its place:

14.07. C.1. Ten days after presentation to OWNER of the Final 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, the OWNER shall, in accordance with Wyoming Statute 16-6-116, publish once a week for three consecutive weeks and post in three conspicuous places on the project, a notice stating that the OWNER has accepted the work as completed in accordance with the plans and specifications and rules set forth in this contract and that the CONTRACTOR is entitled to final payment therefore. Notice shall set forth that subsequent to the 41st day after the first publication of the notice the OWNER will make final payment to the CONTRACTOR. If there are no claims against the project payment will become due on the 42nd day after the first publication of the notice and will, with in ten days thereafter be paid by the OWNER to CONTRACTOR.

SC-16.01.. Add a new paragraph immediately after paragraph 16.01.C of the General Conditions which is to read as follows:

16.01.D. If a dispute resolution agreement has not been reached, then all claims, counterclaims, disputes, and other matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof, will be decided in a court of competent jurisdiction in Teton County in the State of Wyoming.
DIVISION 4

TECHNICAL SPECIFICATIONS


To obtain copies of the WYDOT Specifications contact the Wyoming Department of Transportation at (307) 777-4435 or on-line at: http://www.dot.state.wy.us/home/engineering_technical_programs/manuals_publications/standard_specifications.html

A specification designator followed by “-SP” indicates that the Standard Specification has been modified by the Special Provisions.

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**REFERENCED WYOMING STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2010 ED.**

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Replace “Department” with “Teton County” wherever “Department” appears throughout the WSSRBC Specifications.
Replace “State Bridge Engineer” with “Engineer” wherever “State Bridge Engineer” appears throughout the WSSRBC Specifications.

Refer to the Special Provisions for modifications, amendments, clarifications, and supplements to the referenced WSSRBC Specifications. In addition, all WYDOT published amendments to the WSSRBC Specifications apply.

**ELECTRICAL SPECIFICATIONS**

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## SECTION 01000

### SPECIAL PROVISIONS

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In addition to all WYDOT published amendments, these Special Provisions amend, supplement, and clarify the following Wyoming Standard Specifications for Road and Bridge Construction, 2010 Edition.

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SPECIAL PROVISIONS

These Special Provisions amend, supplement, and clarify the following Wyoming Public Works Standard Specifications, 2001 Edition:

SECTION 01041 PROJECT COORDINATION

Add the following:

1.04 CONSTRUCTION PROGRESS MEETINGS

A. During the course of construction, Engineer and Contractor shall conduct regular construction progress meetings at the project site. These meetings shall take place at 9:30 a.m. on the last Friday of every month, unless an alternative date is agreed upon by all three of Engineer, Contractor, and Owner.

a. Attendance: Owner, Engineer, and Contractor’s assigned supervisory personnel shall attend this conference.

b. Agenda: The meeting agenda shall include all of the following that apply:
   (i) Review of Minutes of previous meetings.
   (ii) Review of Work progress.
   (iii) Field observations, problems, and decisions.
   (iv) Discussion of proposed Work Changes.
   (v) Identification of problems which impede planned progress.
   (vi) Review of submittals schedule and status of submittals.
   (vii) Maintenance of progress schedule.
   (viii) Corrective measures to regain projected schedules.
   (ix) Planned progress during succeeding work period.
   (x) Coordination of projected progress.
   (xi) Maintenance of quality and work standards.
   (xii) Effect of proposed changes on progress schedule and coordination.
   (xiii) Contractor’s Pay Application.
   (xiii) Other business relating to Work.

c. Minutes: Engineer will record minutes and distribute copies within seven (7) days after the meeting, with one copy each of the minutes being distributed to Contractor, Owner, participants, and those affected by decisions made at the meeting.

d. Contractor’s Pay Application: All aspects of the application shall be reviewed and agreed upon by representatives of the Engineer and Owner, and, if agreed
upon, the application shall be signed with a recommendation for approval by those representatives at the Construction Progress Meeting in order that the application may be submitted to and acted upon by the Owner in a timely manner.

1.05 COORDINATION WITH UTILITIES

A. Underground utility locations indicated on the drawings are provided from records, information supplied by the various utility companies, and utility locates and are intended to reflect the general location of underground facilities. No warranty of the completeness or accuracy of the provided information is implied.

B. Numerous areas exist within the project where existing live underground utility lines are in close proximity to proposed work. Plans indicate where utilities are expected to require relocation; however, other utilities may be found in conflict with the work and require relocation. Wherever possible, the CONTRACTOR shall retain and protect utility lines in their existing position during execution of the work. Retain and protect means that the Contractor shall be responsible for maintaining the integrity and safety of the utility lines during construction as specified by the utility owner. The CONTRACTOR shall, however, have the option, with consent of the utility Owner, to temporarily or permanently relocate the underground utility at his sole expense. On-site relocation, supervisory, or inspection costs, if any, charged by utility companies while work is progressing adjacent to their lines shall be the responsibility of the CONTRACTOR.

C. Where live underground utility lines will or may require relocation in order to install certain components of the project, relocation of said utility structures will be accommodated by the specific utility. Utility company charges, if any, will be paid by the OWNER. The CONTRACTOR will be responsible for scheduling the necessary work of the utility companies, and if not provided by the utility company, providing excavation, trenching, bedding and backfill and for coordination and scheduling with the companies to insure that relocation occurs on an appropriate and reasonable time line, as necessary to allow the project to proceed. In this regard, the CONTRACTOR, shall, initiate scheduling with the utility companies as soon as possible after Notice to Proceed. CONTRACTOR, no less than 30 days prior to the relocation, must deliver notice to each affected utility of the time in which all relocations are to be completed.

1.05 COORDINATION WITH OTHER CONTRACTORS

A. Teton County’s Path 22 West Bridge project has been constructed over the Snake River. Pathway construction of this project will be installed up to the completed bridge and utilize rough graded embankment constructed by the Path 22 West Bridge project contractor. The bridge shall not be used by the Contractor for construction access and Construction equipment and vehicles are not permitted to cross the bridge.

B. A portion of this project (Sta 0+00 to Sta 12+40 +/-) has been partially constructed by
Teton County under a separate contract. Crushed Base, Pavement and Landscaping are scheduled for completion (by others) within this station range by June 15, 2015. Only Signage and striping are required under this contract within this station range and therefore, minimal, if any conflicts are anticipated.

C. A portion of this project (Sta 12+70 +/- to Sta 26+15 +/-) has been constructed by Rendezvous Lands Conservancy, Inc. Signage and striping required under this contract within this station range shall be coordinated by the Contractor with Rendezvous Lands Conservancy, Inc. (Contact Chris Mommsen 307-690-5316)

D. The Army Corps of Engineer’s may, from time to time, have contractors hauling rock or performing miscellaneous maintenance on the Snake River Levees.

E. It will be the Contractor’s responsibility to coordinate activities on the Path 22 Middle Connector Project with these other projects so as to reduce to a minimum any conflict between the projects and to minimize any impacts on the project timeline.

1.06 ENVIRONMENTAL CONDITIONS

A. Hours of Operation: Contractor shall conduct all construction activities between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except for emergencies. No work, except for emergencies and only with express prior approval from Owner, will be allowed on Sundays and legal holidays.

B. Contractor shall make every effort to minimize noises caused by Contractor’s operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise, if possible. Contractor shall not permit the use of loud, abusive, obnoxious, or profane language by employees or by the employees of subcontractors. Contractor shall observe local ordinances regarding noise standards.

C. Contractor shall minimize the introduction of noxious fumes into the air. Motor equipment shall be kept in repair and equipped with anti-pollution devices. Contractor shall take active measures to control dust and airborne debris resulting from construction operations. Burning as a method of cleaning or disposal will not be permitted.

D. Contractor shall be responsible for dust control, if deemed necessary by Owner and Engineer, and shall provide all equipment and personnel necessary to meet the requirements of this responsibility. Contractor shall provide Engineer with the name(s) and telephone number(s) of the person(s) designated to maintain dust control during evenings and weekends. If this person cannot be contacted, Owner may use its equipment to correct a dust problem. In this event, Contractor shall pay all costs incurred by Owner.
E. Contractor shall conduct construction operations to minimize damage to natural watercourses, and shall not permit petroleum products, volatile fluids wastes, or any other wastes, or excessive amounts of silt, clay, or mud to enter any drainage system. The bed of natural watercourses shall be restored to normal gradient and cross-section after being disturbed.

F. Contractor shall carry out construction on the project in conformance with the State of Wyoming General Permit for Storm Water Discharges Associated with Construction Activities.

G. Contractor shall not dispose of debris or refuse (construction-related or otherwise) at the work site, in an open dump, or in a natural watercourse, whether on public or private property, or in such places that undesirable wastes can eventually be exposed or carried to a natural watercourse. Such wastes shall be disposed of appropriately (at a public solid waste facility or transfer station) either through efforts of Contractor or an appropriate waste-hauling entity engaged by Contractor.

H. Contractor shall remove all materials, tools, equipment, and construction debris from the site immediately after completion of the work task.

I. Contractor shall restrict construction operations as nearly as possible to the immediate site. Unnecessary cutting of vegetation adjacent to the site is prohibited. Every effort shall be made to minimize erosion during and after construction and the site shall be returned to its original condition, except where improvements are indicated or required.

J. All personnel working within state highway right-of-ways must wear high visibility safety apparel meeting Performance Class 2 Specifications of the current ANSI/ISEA 107 Standard.

SECTION 01340 SUBMITTALS

Add the following:

Submittals submitted in hard copy for shop drawings, product data, warranties, and project close-out shall be submitted in quintuplicate (five copies), one for Owner, two for Engineer, and two to be returned to Contractor. However, where appropriate, if submitted in electronic media format via e-mail, only a single copy is required to be submitted.

SECTION 02075 DEMOLITION OF ASPHALT AND PORTLAND CEMENT CONCRETE
Replace Part 4 with the following:

PART 4    METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01.A. Measurement of Stripping of Existing Asphalt Surfacing will be made on a square yard basis of existing pavement stripped.

4.02.A. Payment for Stripping of Existing Asphalt Surfacing will be made at the contract unit price per square yard of removed material; said price being full compensation for cutting, stripping and haul, and disposal. Note that asphalt removed for the installation of the Highway Underpass shall NOT be paid for under this work item. Payment for removal and disposal of asphalt associated with construction of the Highway Underpass shall be paid for under Section 02780.

SECTION 02110    CLEARING AND GRUBBING

Replace Part 4 with the following:

PART 4    METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Measurement and payment will be made for work under this section as specified under Section 02005 Force Account.

SECTION 02150    SHORING AND UNDERPINNING

Add the following:

1. Shoring, if proposed by the Contractor for installation of the Highway 22 Underpass, shall be designed by a professional engineer licensed in the state of Wyoming. Shoring design shall be suitable to support the retained soils and highway traffic loading. Provide a submittal of shoring plans for review.

SECTION 02190    AGGREGATES

Add the following:

1. Aggregate for Wire Enclosed Rip Rap (Gabions) shall be round or smooth “river rock” stones which:
   1. At least 95% are retained on a screen with 3-inch square openings.
   2. No more than 5% are retained on a screen with 6 ½-inch square openings; and
   3. 100% pass through a screen with 8-inch square openings.

SECTION 02210    EXCAVATION AND EMBANKMENT
Add the following to PART 1 GENERAL:

1.01.B. Removing and stockpiling topsoil prior to grading operations shall be classified as “Unclassified Excavation”. Spreading topsoil is covered under Section 02280, Topsoil.

Replace Subsection 2.02 with the following:

IMPORTED BORROW EXCAVATION is a pit-run, granular material (USCS Classification GW or GP) with 6-inch maximum particle size with no more than 10% larger than 4 inches, no more than 60% greater than 2 inches, and less than 5% fines passing the #200 sieve.

Imported Borrow Excavation (Owner Furnished) will be material obtained from the Rendezvous Park Project. The Imported Borrow Excavation source is a stockpile of material obtained from Rendezvous Park accessed from Highway 390.

Imported Borrow Excavation (Contractor Furnished) will be furnished from a commercial or other approved source.

Provide Equipment necessary to haul, place and compact Imported Borrow Excavation (Owner Furnished). Imported Borrow obtained from Rendezvous Park will be loaded with loading equipment with a loader scale. Loader scale shall be initially calibrated by comparing the scaled weight of a loaded truck against the loader scale weight tickets. Three trucks shall be loaded and weighed at an ENGINEER approved scale (such as at Evan’s Constructions yard) for the purposes of determining a scale factor to be applied to the loader scale measurements. The weight of the three loads versus the loader scale shall be averaged to determine the scale factor to be utilized. Imported Borrow Excavation (Contractor Furnished) shall be weighed at the source on an approved calibrated scale.

For Imported Borrow Excavation (Owner Furnished) provide a minimum of one week advance notice to Rendezvous Lands of the need to obtain material. Load the haul trucks upon arrival and weigh the material for royalty payment by Owner. Furnish a copy of all weigh tickets to Engineer. Rendezvous Land’s pit will be open 8:00 a.m. to 5:00 p.m. Monday through Friday. The pit may be open on Saturday with notification by 5:00 p.m. on Thursday and agreement by Rendezvous Lands to do so.

Imported Borrow Excavation, either Owner furnished or contractor furnished, shall be loaded, hauled and placed directly into its final location or stockpiled at the discretion of the Contractor. No additional measurement or payment will be made for repeat handling.

Add Subsection 3.01.G as follows:
3.01.G  Loess soils extant in the excavations will exhibit undesirable engineering properties when wetted. Every effort shall be made to ensure that moisture from rainfall and groundwater does not infiltrate fill subgrades, structure bearing soils, and pathway subgrade soils during construction: measures may include tarp placement and tenting. Grading during construction shall be provided to drain storm water from the exposed excavations during precipitation and snowmelt events. In case of rain or snow, excavation work shall stop and exposed soils shall be covered to prevent moisture infiltration. If moisture has been allowed to infiltrate the subgrade and bearing soils in any fashion, filling and excavation operations should not resume until the Engineer approves the moisture and density conditions of the subgrade soils.

Revise part of Subsection 3.02.A as follows:

3.02.A  The Contractor shall provide watering and rolling as required to obtain a density of 90% of the maximum dry density for all the unclassified excavation embankment placed....

Add Subsection 3.02.C as follows:

3.02.C  Imported Borrow Excavation shall be placed in layers of not more than 8 inches in thickness. Each layer of structural fill should be moisture conditioned to within 2% of optimum moisture content and compacted to a minimum density of 95% of the maximum dry density as determined by ASTM Designation D 698. The maximum density of material containing more than 30% oversize (greater than ¾” diameter) cannot be determined by use of the ASTM Designation D 698. In this case, a field maximum density may be determined by a test strip method. The material shall be compacted at or near optimum moisture content and a field density test shall be taken after each pass of the compaction equipment. This sequence shall continue until the maximum field density is achieved. This maximum field density shall be used for subsequent field compaction tests. Density tests will be taken to monitor proper compaction.

Add the following to PART 4  METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

4.01.B.  Unclassified Excavation above Subgrade will be measured on a VOLUMETRIC BASIS. This item shall be measured by the number of cubic yards, measured in its original position and final position including as these lines and grades may be modified in the field by the ENGINEER during construction, with measurement to be made by the method of average end area of material acceptably excavated as herein specified. For the purposes of computing average end area volumes, the ENGINEER will cross section areas stripped to subgrade and will also separately cross section embankments constructed from excavated material prior to placement of Imported Borrow Excavation.
Replace 4.01.E. with the following:

Imported Borrow Excavation, either Owner furnished or Contractor furnished, will be measured and paid by the ton. The CONTRACTOR shall provide loader scale tickets or scale tickets to the ENGINEER upon placement of the material.

Imported Borrow Excavation, either Owner furnished or Contractor furnished, will be paid by the Ton measured to the nearest 0.1 Ton.

SECTION 02231 AGGREGATE SUBBASE AND BASE COURSE

Add the following:

MATERIALS: Crushed Base, either Owner furnished or Contractor furnished, shall meet the gradation requirements for Grading W or Grading H of the Wyoming Public Works Standard Specifications.

Pit Run Sub-base, either Owner furnished or Contractor furnished is specified as Imported Borrow Excavation under Section 02210.

Crushed Base (Owner Furnished) will be material obtained from the Rendezvous Park Project accessed from Highway 390.

Crushed Base (Contractor Furnished) will be material provided from a Contractor source.

“WYDOT Grading W Crushed Base” will be provided from a commercial source and meet the Gradation and Properties Specified in Section 803 of the Wyoming Standard Specifications for Road and Bridge Construction, 2010 Edition for Grading W.

EQUIPMENT: Provide Equipment necessary to haul, place and compact Crushed Base (Owner Furnished). Crushed Base obtained from Rendezvous Park will be loaded with equipment with a loader scale. Loader scale shall be initially calibrated by comparing the scaled weight of a loaded truck against the loader scale weight tickets. Three trucks shall be loaded and weighed at an ENGINEER approved scale (such as at Evan’s Constructions yard) for the purposes of determining a scale factor to be applied to the loader scale measurements. The weight of the three loads versus the loader scale shall be averaged to determine the scale factor to be utilized. Crushed Base (Contractor Furnished) shall be weighed at the source on an approved calibrated scale.

CONSTRUCTION: For Crushed Base (Owner Furnished) provide a minimum of one week advance notice to Rendezvous Lands of the need to obtain material. Load the haul trucks upon arrival and weigh the material for royalty payment by Owner. Rendezvous Land’s pit will be open 8:00 a.m. to 5:00 p.m. Monday through Friday. The pit may be open on Saturday with notification by 5:00 p.m. on Thursday and agreement by Rendezvous Lands to do so.
Crushed Base, either Owner furnished or Contractor furnished, shall be hauled and placed directly into its final location or stockpiled at the discretion of the Contractor. No additional measurement or payment will be made for repeat handling.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT: The accepted quantity of Crushed Base, either Owner furnished or Contractor furnished, will be measured by the ton at the borrow source.

The CONTRACTOR shall provide loader scale or scale tickets to the ENGINEER upon placement of the material.

Pit Run Sub-base shall be measured and paid under the Imported Borrow Excavation Pay Item as specified under Section 2110.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit</th>
<th>Measured To the Nearest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crushed Base (Owner Furnished)</td>
<td>TON</td>
<td>0.05 TON</td>
</tr>
<tr>
<td>Crushed Base (Contractor Furnished)</td>
<td>TON</td>
<td>0.05 TON</td>
</tr>
<tr>
<td>WYDOT Grading W Crushed Base (Contractor Furnished)</td>
<td>TON</td>
<td>0.05 TON</td>
</tr>
</tbody>
</table>

SECTION 02280   TOPSOIL

*Add the following:*

3.03.D. Once applied, topsoil shall be left in a roughened state. The topsoil should be imprinted with shallow grooves and ridges to create minor topographic ridges and valleys perpendicular to the slope direction. Lightweight tracked equipment should be used to provide this result.

SECTION 02512   PLANT MIX PAVEMENTS

*The following is added to supplement 2.01.A:*

A. Plant mix pavements shall meet the requirements of Section 02512 - Plant Mix Pavements, special provisions amending.

B. Pavement used for pathway surfacing shall meet the following requirements (Pathway Mix):

1) The job mix formula for the bituminous pavement mixture shall meet the following test criteria:

   Marshall Stability (pounds) 2000 minimum
   Marshall Flow (0.01 in.) 8 to 16
   Air Voids: Surface Course 3 to 5%
Base Course 3 to 8%
Voids in Mineral Aggregate 13.0-16.0%

2) The percentage of bituminous material to be added to the job mix formula shall be 4.5 to 7.5%, weight of total mixture.
3) Bituminous material shall be PG58-28.
4) Aggregate for the plant mix bituminous pavement shall conform to the grading in Section 02190, 2.07.D, for 1/2" maximum.
5) Bituminous material used for tack coat shall be SS-1.

C. Plant Mix Pavements used for Highway Widening, the Emily’s Pond approach, and for re-surfacing at the Highway 22 Underpass shall meet the following requirements (WYDOT Mix):

a. The job mix formula for the bituminous pavement mixture shall meet the following test criteria:
   - Marshall Stability (pounds) 3300 lbf minimum
   - Marshall Flow (0.01 in.) 10 to 16
   - Air Voids: Surface Course 4 to 5%
   - Voids in Mineral Aggregate 13.0-16.0%

b. The percentage of bituminous material to be added to the job mix formula shall be 5 to 6%, weight of total mixture.

c. Bituminous material shall be PG64-28.

d. Provide 1% lime to the asphalt mix design in accordance with WSSRBC Section 820.

e. Aggregate for the plant mix bituminous pavement shall conform to the grading in Section 803.5.5, for 1/2" maximum.

f. Bituminous material used for tack coat shall be SS-1.

Add the following to Part 4:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Measured Unit</th>
<th>To the Nearest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Mix Bituminous Pavement – Pathway Mix</td>
<td>TON</td>
<td>0.1 TON</td>
</tr>
<tr>
<td>Plant Mix Bituminous Pavement – WYDOT Mix</td>
<td>TON</td>
<td>0.1 TON</td>
</tr>
</tbody>
</table>

NOTE: Payment for Plant Mix Bituminous Pavement – WYDOT Mix installed at the Highway Underpass shall not be paid for under this item. Full payment for Plant Mix Pavement at this location will be paid for under Section 02780.

SECTION 02725 STORM DRAINS AND CULVERTS

Add the following Section:

1.04. SUBMITTALS
A. Submit product data for products furnished under this section in accordance with Section 01340.

Add the following to Section 2.01:

A. Culvert piping shall be galvanized, Gage 16, corrugated steel pipe with 2 2/3 x ½ inch corrugations. End finishes for culvert piping shall be galvanized steel flared end sections with a reinforced edge for round pipe. End finishes shall be connected to annular end of culvert pipe with flat strap connector and bolt strap, or threaded rod and rod holder furnished by the culvert pipe supplier.

And:

M. DRAIN PIPE

1. PVC Drain Pipe shall be produced by a continuous extrusion process, employing a prime grade of non-plasticized polyvinyl chloride. The grade used shall be highly resistant to hydrogen sulfide, sulfuric acid, gasoline, oil, detergents and other chemicals commonly found in sewage and industrial wastes. The material shall conform to the requirements of ASTM D-1784, "Rigid Polyvinyl Chloride Compounds". The pipe shall have self-extinguishing flammability characteristics.

2. PVC pipe and fittings shall conform to ASTM D-3034, "Standard Specification for Polyvinyl Chloride Sewer Pipe and Fittings". Pipe shall have a minimum Standard Dimension Ratio (SDR) of 35. Each length of pipe shall be marked with size, SDR, "Sewer Pipe" and Code Number.

   a. Pipe Jointing

      i. Each length of pipe shall be provided with a bell designed so that a watertight joint will be obtained when jointing the bell and spigot with a rubber ring.

      ii. The rubber gasket joint for PVC pipe and fittings shall consist of a rubber gasket, which is compressed between the outer surface of the spigot and the inner surface of a retaining groove in the bell. The joint shall be completely sealed by the gasket so that the assembly will remain watertight under all conditions of service, including movements resulting from expansion, contraction, settlement and deformation of the pipe. The rubber ring joint assembly shall be made in strict accordance with the manufacturer's recommendations.

      iii. Wye fittings shall be utilized for connecting lateral drain lines
to storm sewer mains. Fittings shall be of the same material specification as the main sewer pipe. All sewer service piping and fittings shall be ASTM 3034, SDR35 PVC with rubber-gasket joints.

3. Perforated pipe shall have 2 rows of holes, 120 degrees apart, parallel to the axis of the pipe. Holes shall be ½” diameter and be on 5 inch center.

Add the following to Part 4:

4.01 METHOD OF MEASUREMENT

A. Storm Drain Pipe and Catch Basins shall not be measured separately for payment and shall be included in the Highway 22 Underpass Drain System Pay Item per Section 02780.

B. Culverts – Culverts shall be measured by the linear foot for each culvert diameter specified. Measurement will include the length of the flared end section.

C. Flared Ends – Flared Ends shall be paid on an each basis for each diameter installed.

4.02 BASIS OF PAYMENT

A. Culverts – Payment shall constitute full compensation for all culvert, materials, excavation, backfill, coupling bands, equipment, tools, and labor for all work and incidentals necessary to complete this item.

B. Flared Ends – Payment shall constitute full compensation for the flared end, coupling material, excavation, backfill, equipment, tools, and labor for all work and incidentals necessary to complete this item.

SECTION 02776 CONCRETE SIDEWALKS, DRIVEWAY APPROACHES, CURB TURN FILLETS, VALLEY GUTTERS, AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION

Add the following to Section 2.01:

D. Concrete shall be Class 4000.

Edit Section 3.01.A and 3.01.B to include:

1. Concrete Pathways, concrete slabs.

Edit Section 3.2 as follows:

Concrete flatwork shall be finished as follows: Formed surfaces shall have an as-cast finish. Provide a light broom finish or where indicated in the Drawings provide an
Exposed aggregate finish shall match the exposed aggregate surface that exists on the slabs adjacent to the pathway bridge.

*Edit Section 3.08 as follows:*

A. Preformed Expansion Joints shall be installed at the locations shown on the Drawings. Contraction joints shall be provided between expansion joints at the intervals shown on the Drawings. Where concrete flatwork is placed adjacent to existing concrete flatwork joint spacing shall match existing or joints shall be placed as directed by the Engineer.

B. Contraction joints shall be saw cut joints approximately 1/8 inch in width and 1/3 the depth of the slab. Toweled joints will not be allowed.

*Add the following to Part 4:*

4.01 METHOD OF MEASUREMENT

A. Concrete Flatwork – Concrete Flatwork includes concrete pathways and concrete slabs and the item shall be measured by the square foot of concrete placed and accepted.

4.02 BASIS OF PAYMENT

A. Concrete Flatwork – Payment shall constitute full compensation for all materials, excavation, backfill, forming, placing, curing, and finishing of concrete, joint material, welded wire mesh, rebar, equipment, tools, and labor for all work and incidentals necessary to complete this item.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit</th>
<th>Measured To the Nearest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Flatwork – Broom Finish</td>
<td>SF</td>
<td>0.5 SF</td>
</tr>
<tr>
<td>Concrete Flatwork – Exposed Aggregate Finish</td>
<td>SF</td>
<td>0.5 SF</td>
</tr>
</tbody>
</table>

**SECTION 02805 RELOCATE STREET SIGNS, UTILITY POLES, AND MAILBOXES**

3.01 CONSTRUCTION METHODS

*Delete paragraph and insert the following language:*

F.6. All stop, traffic direction, street signs or control signs and mailboxes shall be reinstalled in the permanent location shown on the plans or designated by the ENGINEER as soon as possible. CONTRACTOR shall provide temporary signs as
required until the permanent signs are re-installed. Signs that have been damaged after removal shall be replaced with new signs at no additional expense to the OWNER.

Replace Part 4 with the following:

4.01 METHOD OF MEASUREMENT

A. “Relocate Signs/Mailbox” – Signs and mailboxes will be measured by numerical count each for each combination of sign/mailbox and post installed and accepted.

4.02 BASIS OF PAYMENT

A. Payment for “Relocate Signs/Mailbox” shall be at the Contract Unit Price bid for each sign/mailbox installed and accepted. Payment shall be considered full compensation for furnishing all materials, equipment and labor to excavate and backfill, form, place concrete, and set posts bases, posts and sign/mailbox and hardware per this specification and the Drawings.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit</th>
<th>To the Nearest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relocate Signs/Mailbox</td>
<td>EA</td>
<td>1</td>
</tr>
</tbody>
</table>

SECTION 02900     LANDSCAPING

1.01 SUMMARY

Add the following language:

E. Prevention of the establishment of weeds in disturbed areas.

1.03 QUALITY ASSURANCE

Add the following language:

A. Provide seed mixture in containers labeled with the percentage of seed type, year of production, net weight, date of packaging, and seed source.

Add the following language:

1.06 DEFINITIONS

Delete Part 2 PRODUCTS, and insert the following language:

2.01 MATERIALS

A. Seed Mixes: Seed mixes shall be as specified on the Drawings except that seed mix for use in the WYDOT right of way is as follows:

<table>
<thead>
<tr>
<th>Seed Mix</th>
<th>Amount per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sodar Streambank Wheatgrass</td>
<td>6 lbs pure live seed</td>
</tr>
<tr>
<td>Critana Thickspike Wheatgrass</td>
<td>5 lbs pure live seed</td>
</tr>
<tr>
<td>Secar Bluebunch Wheatgrass</td>
<td>3 lbs pure live seed</td>
</tr>
<tr>
<td>Pryor Slender Wheatgrass</td>
<td>2 lbs pure live seed</td>
</tr>
<tr>
<td>Covar Sheep Fescue</td>
<td>1 lbs pure live seed</td>
</tr>
<tr>
<td>Fertilizer</td>
<td>30 lbs available nitrogen</td>
</tr>
<tr>
<td>Dry Mulch (straw grass or hay)</td>
<td>1.5 tons</td>
</tr>
</tbody>
</table>

B. Mulch: Mulch shall be comprised of wood fiber or a blend of wood fiber/straw or wood fiber/recycled paper. Slopes 2:1 (H:V) and steeper shall receive a Stabilized Mulch Matricies (SMM) comprised of mulch and copolymer/tackifier, expect for specific areas indicated on the Drawings which shall receive Erosion Control Blanket. Application Rate shall be approximately 3000 lbs per acre.

C. All hydraulically applied products shall be degradable and shall be free of chemical printing ink, germination inhibitors, herbicide residue, chlorine bleach, rock, metal, plastic, or other materials detrimental to plant life. All dyes shall be non-toxic to plants, animals, and aquatic life and shall not stain concrete, or painted surfaces.

D. Erosion Control Blanket: Erosion control blanket shall be a matting composed of a plain, uniform, open weave of new unbleached single strand jute yarn. Ensure the yarn is of loosely twisted construction and does not vary in thickness by more than one-half its normal diameter. Ensure minimum of 78 yarn counts per width (warp) and a minimum of 42 yarn counts per linear yard (weft) in accordance with ASTM D-3775. Ensure weight of the matting is 0.92 lbs/sqyd. U-Pin staples shall be as specified in Section 800 of the WYDOT Specifications.

Replace Part 3 with the following:
3.01 INSTALLATION

A. Seeding shall be completed on all disturbed areas and areas receiving topsoil at the locations indicated on the Drawings and in accordance with the notes indicated on Drawings.

B. Apply seed mixes hydraulically in a slurry with a minimum amount of 500 lbs per acre of hydraulic mulch. Hydroseeding shall be accomplished using a multi-step process and shall not be applied with a large quantity of mulch on the first pass.
   a. Seed should be added to the slurry immediately before the application and shall be mixed in the slurry for no more than 10 minutes to ensure maximum germination rates. The amount of mulch is minimized in the seeding phase to ensure maximum seed-to-soil contact. The hydraulic slurry shall be applied at a rate that covers a minimum of 85% of the soil surface.
   b. The site shall be seeded in the fall prior to the onset of winter, or spring prior to May 15. Seed shall not be applied to snow covered ground.
   c. On slopes 3:1 and steeper, mulch shall be applied hydraulically on top of the hydroseed slurry to enhance seedling establishment and to provide temporary erosion control.
   d. On slopes flatter than 3:1, long strand mulch such as wood strands, straw, or wood chips shall be applied over the hydroseed slurry. If straw is used, it shall be “weed free” straw derived from wheat, rice, barley, or native grasses. The depth/thickness of the mulch layer shall be about one (1) inch. Approximately 15% to 20% of the soil surface (hydroseed dye) should be visible through the mulch after application. If straw is utilized, the straw mulch shall be mechanically crimped, rolled, or punched into the soil to anchor the straw in place and prevent displacement by wind.

Replace Part 4 with the following:

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Landscaping shall not be measured for payment but shall be paid Lump Sum. Lump Sum payment shall constitute full compensation for weed management, tillage and decompaction, seedbed preparation, fertilizing, seeding, mulching, tackifier, and all materials, equipment, tools, and labor for all work and incidentals necessary to complete this item.

Landscaping at Mitigation Site shall not be measured for payment but shall be paid Lump Sum. Lump Sum payment shall constitute full compensation for furnishing and installing all plant and seed materials, guying systems, mesh fencing and all materials, equipment, tools, and labor for all work and incidentals necessary to complete this item as required per Drawing L1.0.

Mitigation Irrigation System shall be paid under Force Account as specified under section 02005.

Placing and spreading topsoil is specified and shall be measured and paid in accordance with Section 02280, TOPSOIL.
Erosion Control Blanket shall be measured and paid for by the Square Yard. Only the area covered shall be measured and be the basis for the payment.

SECTION 03200 CONCRETE REINFORCEMENT

Replace Part 4 with the following:

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No separate measurement or payment will be made for items under this section. Full compensation shall be considered as included in the prices paid for Concrete Flatwork.

END SPECIAL PROVISIONS TO THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, 2001 EDITION

SPECIAL PROVISIONS TO THE WYOMING STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2010 EDITION FOLLOW

In addition to all WYDOT published amendments, these Special Provisions amend, supplement, clarify, and where in conflict with, supersede the following Wyoming Standard Specifications for Road and Bridge Construction, 2010 Edition.

SECTION 215 STORMWATER POLLUTION PREVENTION

Add the following:

Stormwater Control will be Contractor Stormwater Control
Reference to Contract Amendment shall be revised to reference an approved Change Order.

Add the following to METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

The Engineer will measure and payment will be for only those items included in the Bid Schedule.

SECTION 216 SEEDING, FERTILIZER AND SODDING

Seeding, Fertilizer and Sodding is specified under Section 2900 Landscaping. This section is included to specify the installation of Erosion Control Blankets.

Replace Section 216.5 with the following:

216.5 METHOD OF MEASUREMENT AND BASIS OF PAYMENT
No separate measurement or payment will be made for work performed under this specification.

SECTION 502 PRECAST CONCRETE

Add the following:

All WSSRBC subsections referenced in this section shall be included by reference.

References to State Bridge Engineer shall be revised to mean Engineer.

References to the department shall be revised to mean Owner.

Add the following TO 502.1:

This section also describes the requirements for Precast Box Culvert Wingwalls.

Add the following to Section 502.2:

502.2 MATERIALS

JOINTS

Use tongue and groove joints with a bituminous mastic joint sealant that meets the requirements of ASTM C 990.

Use a mastic joint sealant with a minimum cross-sectional area of 1 to 1 ½ square inches.

Use ASTM C 877 joint wrap.

LIFTING DEVICES

Provide the number and type of lifting devices required to support the vertical and horizontal forces

Use at least four lifting devices.

Use a minimum safety factor of 4:1 for lifting inserts used in handling and erection of precast concrete box culverts.

Attach to lifting inserts according to manufactures recommendations.

Use a maximum diameter of (3) inches when lifting holes are used. Locate holes to avoid interference with the reinforcing steel.

Add the following to Section 502.4.2
502.4.2 SHOP DRAWINGS

Provide detailed plans including culvert size and wall widths, line layout, joint details, lifting devices, weld plates, and pulling inserts.

Provide Structural calculations for the precast elements.

Provide the seal of a Professional Engineer (PE) licensed in the State of Wyoming on drawings and supporting engineering calculations.

Add the following to Section 502.4.3.3 DESIGN OF PRECAST BOX CULVERTS

Design Parameters shall be as follows:

- Design for HL-93 Loading.
- Cover Soil Unit Weight=135 lbs/cubic foot (pcf).
- Depth of Overburden - Per plans.
- Bearing capacity, settlement, and earth pressure recommendations and other geotechnical related design parameters as given in the Geotechnical Report.

Add the following to Subsection 502.4.19:

BEDDING AND BACKFILL

A. Over-excavate the material under the box and wingwall location in compliance with the project specifications to a minimum depth of 6 inches.
   1. Where unstable or soft material is encountered below the plan foundation, it should be removed to the depth and width directed by the Engineer and replaced.
   2. Rock/boulders encountered at the bedding level (within six inches from the bottom of the box) must be removed and replaced.
   3. Replace over-excavated material with crushed base granular backfill borrow or free draining granular material.
   4. Provide bedding of 6 inches crushed base as shown on the Drawings

B. Level and compact bedding material to provide uniform support of the structure along its entire supported width and length. Verify alignment and grade requirement with a laser instrument set on a solid surface outside of the box. Check alignment of each section that is set. Check final grade of bedding to meet the grade required in the plans. The grade shall be checked every two feet along the longitudinal alignment of the box culvert, in two foot increments to either side of the center line extending one foot wider than the outside wall of the box culvert (i.e., a two foot square grid over the entire bedding). Use a large landscaping rake or board to check the grade in between the survey points.

C. A leveling course no greater than 2 inches in depth may be proposed to the Engineer, if needed, in addition to the bedding material.
   1. Excavate the area to the appropriate depth to accommodate the backfill and leveling course.
2. The leveling course will have a maximum particle size of 3/8 inch.
3. If the bedding material has voids after compaction, then a filter fabric will be required to separate the leveling course from the bedding material.

D. Backfill structure as shown in the plans. Backfill in uniform lifts on each side of the structure. Do not disturb the alignment of the boxes.

INSTALLATION

A. Inspect precast elements for defects before lowering into trench.
B. Repair or replace any defective, damaged or unsound precast elements.
C. Use a trench width adequate to place and compact bedding material.
D. Adjust the lifting cables so that the precast element hangs to meet the specific slope of the channel where longitudinal slope is encountered.
E. Lay precast elements starting at the downstream end and working upstream. Place the bell (groove) of the box upstream.
F. Carefully lower precast elements into the trench with suitable equipment to prevent damage.
G. Remove all dirt and foreign material from joints. Prevent dirt and material from re-entering joints.
H. For box culverts, a small transverse trench (shovel width wide x at least 3 inches deep x the width of the box culvert) should be formed at the end of the last installed box culvert section to allow material to fall into when the next box section is pulled into place.
I. Ensure first box sections are aligned correctly both horizontally and vertically as they will determine the line and grade of the following boxes. Do not attempt to force box culverts to grade.
J. Apply joint sealant furnished by manufacturer.
   1. Place the joint material on the bottom of the bell (groove) of the box last placed. Place this material against the shoulder of the bell.
   2. Place the balance of the joint material on top of the tongue (spigot) and down the sides of the tongue (spigot) of the box to be set. Place the joint material about 1 inch from the leading edge of the tongue (spigot).
   3. Place the joint material so that there are no voids and so that the joint material from the bell overlaps the joint material on the spigot. This overlap shall be at least ½ inch but no more than 1 inch.
4. Use a winter grade joint material when constructing in temperatures less than 50 degrees.

K. Disassemble joint, check position of joint sealant, reapply new joint sealant if necessary, repair alignment, and re-install when adjoining elements cannot be pulled together to meet minimum joint requirements.

L. Adjacent box should be lowered in such a way that the spigot end of the installed box slips in line with the bell end of the receiving section. Even though the box is in the right position the weight of the section should be maintained by the lifting device.

M. Two pulling inserts are installed in each box culvert section. Use the pulling inserts to attach chains and come-along devices from the previously set box culvert to the next box culvert. Use chains and come along devices to pull the box culvert home evenly to the tolerances shown above.

N. Pull sections home to ½ inch joint gap spacing (measured face to face of adjoining concrete surfaces), with the joint gap being uniform on all sides of the box culvert. Do not use construction equipment for the purpose of pushing boxes into place.

O. Keep the majority of the box weight on the lifting devices and gradually pull the box home until it meets the required joint gap spacing. Gradually, let the box down on the bedding. If the joint gap is not within the specification, the box should be lifted slightly and pulled to within specification.

P. Check the lay length of each section where necessary to make sure that cut-off walls, head walls, special precast sections, etc. are properly placed. Different joint gaps than the project line lay out can cause the project length to increase/decrease. The contractor shall monitor the length and alignment of the constructed box so that the finished box culvert does not vary from the project alignment and length.

Q. Do not disturb previously completed joints during laying operation. After the initial two box culvert sections are set, the come-along device, must remain in place over (3) box culvert sections or span at least (3) box culvert sections while progressing along the alignment. Recheck previously completed sections to make sure they are not pulled apart after they have been set.

R. Alternatives for pulling box culvert sections together must be approved by the Engineer.

S. Do not lay precast elements when water is in the trench.

_Add the following to Section 502.4.21_

502.4.21 Rejection of Precast Members
After installation of all box culvert sections the following may be cause for rejection if
upon visual inspection any of the below items are present;
1. Excessive cracking or large cracking
2. Joints improperly sealed
3. Inverts are not smooth and has excessive sags or high points
4. Connections are improperly made

Replace Section 502.5 with the following:

502.5 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No separate measurement or payment will be made for items under this section. Full
compensation shall be considered as included in the price paid for Highway 390 Underpass,
specified under Section 02780.

SECTION 504 BEARING PILES AND SHEET PILING

Add the following:

All WSSRBC subsections referenced in this section shall be included by reference.
References to Geology Program or State Bridge Engineer shall be revised to mean Engineer.
References to the department shall be revised to mean Owner.

Replace Section 504.3.1.1 with the following:

Prior to mobilizing pile driving equipment, the Contractor shall submit a pile drivability wave
equation analysis of the proposed hammer and driving system to the Engineer. The Contractor’s
wave equation analysis shall be performed by an experienced engineering consultant. Approval of
proposed pile driving equipment is contingent on review of the methods and input parameters used in
the wave equation analysis by the Engineer. Pile stresses shall not exceed 90% of yield strength per
the drivability analysis.

Within 14 calendar days of submitting the wave equation analysis the Engineer will submit to the
contractor a notice of approval to continue OR notification of inadequate equipment.

Add the following to Subsection 504.4.4 BEARING VALUE AND PENETRATION

2.1 Dynamic Load Tests are not required.

Add the following to Subsection 504.4.7 PAINTING:

Paint color shall be either brown or hunter green in color, at the selection of the Owner.
Submit color samples for selection and approval.
Replace Section 504.5 with the following:

504.5 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No separate measurement or payment will be made for items under this section. Full compensation shall be considered as included in the price paid for Soldier Pile Retaining Wall, specified under Section 02790.

SECTION 511 RIPRAP AND GABION EROSION PROTECTION

Add the following to Subsection 5.11.2 MATERIALS:

Rip rap aggregate shall be as specified under Section 02190 Aggregates as amended by the Special Provisions.

Subsection 511.4.1 is revised as follows:

Shape slopes to allow for the full thickness of the riprap or gabions and bedding or filter aggregate. Slope material no steeper than its natural angle of repose. When possible, excavate slope from undisturbed material; when not, shape and compact the underlying material to at least 90.0 percent of maximum density at optimum moisture content, in accordance with Section 02110, subsection 3.02 Moisture and Density Control.

Replace Part 511.5 as follows:

511.5 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Gabions – Gabions will be measured by the cubic yard of rip rap installed and accepted.

Gabions – Payment shall constitute full compensation for all excavation and backfill required behind the rear face of the gabions, preparing subgrade, furnishing and installing the gabions, furnishing and installing specified native and imported aggregate backfill, and for all tools, labor and miscellaneous materials required to complete the gabions. Excavation to the rear face of the Gabion will be measured and paid under the Unclassified Excavation above Subgrade pay item.

SECTION 606 GUARDRAIL AND MEDIAN BARRIER

Add the following:

All requirements for Corrugated Beam Guardrail apply to MGS Guardrail.

SECTION 607 FENCES

Replace Section 607.5 with the following:
607.5 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The Engineer will measure and Payment will be as follows:

1. Fence at Indian Springs Retaining Wall - by the linear foot of fence installed and accepted.
2. Right of Way Fence Modifications - Lump Sum

SECTION 702 SIGNS, DELINEATORS, AND REFERENCE MARKERS

Replace Section 702.5 with the following:

702.5 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The Engineer will measure and payment will be as follows:

3. Signs by the each including post, mounting hardware and sign panel complete and installed.

SECTION 703 TEMPORARY TRAFFIC CONTROL

Replace Section 703.5 with the following:

703.5 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Temporary Traffic Control will be measured and paid as specified under Section 02020 Temporary Traffic Control.

END OF SPECIAL PROVISIONS
SECTION 01010
SUMMARY OF WORK


DESCRIPTION: This specification describes the Project and the Project Area in general terms. It also describes general responsibilities of the Contractor.

THE PROJECT: The project is generally described as the construction of a multi use paved pathway along with associated underpass, retaining walls, and signage and striping.

THE PROJECT AREA: The Project Area is set forth on the Project Drawings and is loosely described as an area extending from Stilson Ranch Road (adjacent to Highway 390) to the Indian Trails Pathway (adjacent to Highway 22) all in Teton County, Wyoming.

MISCELLANEOUS: The Contractor shall:

1. Comply with applicable codes and regulations of authorities having jurisdiction.
2. Field-verify dimensions indicated on drawings before fabricating or ordering materials. Do not scale drawings.
3. Notify OWNER of existing conditions differing from those indicated on the drawings. Verify the existence and location of underground utilities along the route of proposed work. Omission of an existing utility location on the Drawings is not to be considered as its nonexistence. Inclusion of existing utility locations on the Drawings is not to be considered as its definite location. Do not remove or alter existing utilities without prior approval from the Engineer and the Utility Company.
4. Take note of the fact that the Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of OWNER. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.
5. Understand that portions of the Contract Documents are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is CONTRACTOR. For example, “Furnish…” means “CONTRACTOR shall furnish…”, “Provide…” means “CONTRACTOR shall provide…”.

END OF SECTION
SECTION 02000
MOBILIZATION

SECTION 02000, MOBILIZATION, follows in its entirety.

DESCRIPTION

Payment will be made for "Mobilization" to cover the costs of preparatory work and operation including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project sites; for the establishment of all facilities necessary for the work on the project; for the costs of obtaining the required bonds and insurance; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various items on the project.

METHOD OF MEASUREMENT

When the percentage of the original total contract amount shown below is earned, the percentage of the Contract Lump Sum price for "Mobilization" shown below will be paid.

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BASIS OF PAYMENT

Payment of "Mobilization" will be based on the percentage of the Lump Sum price bid for this item in accordance with the above schedule.

END OF SECTION
SECTION 02005
FORCE ACCOUNT WORK

PART 1 GENERAL

1.1 SUMMARY

A. This section consists of work outside the scope of the project requirements authorized by the Owner to be completed under this project.

B. This section also consists of payment method for Clearing and Grubbing, Adjusting Utilities, and Mitigation Irrigation System.

1.2 RELATED SECTIONS

A. Section 1041 – Project Coordination as amended by Special Provision

B. Section 02015 – Locating and Adjusting Utilities

C. Section 02110—Clearing and Grubbing as amended by Special Provision

D. Section 02900 – Landscaping as amended by Special Provision

PART 2 PRODUCTS—NOT USED

PART 3 EXECUTION

3.1 ADMINISTRATIVE MATTERS

A. In general, items included in the category of Force Account Work, include the following:

1. Unforseen or unquantifiable work items.

2. Clearing and Grubbing.


4. Mitigation Irrigation System

B. Each bidder shall supply as part of his bid, an hourly rate sheet covering all equipment and personnel within his organization and sub-contractor organizations who will perform work for clearing and grubbing and utility adjustment. Hourly rates for equipment shall include the operator. The hourly rate sheet of the successful bidder will establish personnel and equipment force account rates for the extent of the project. It is assumed that Force Account Work will require equipment and personnel already onsite, therefore mobilization and
demobilization costs will not be paid. No Force Account Work will be paid at overtime labor rates.

C. Materials and supplies required under Force Account Work will be paid at 10% above invoice costs. Invoices must be supplied to support material costs.

D. All Force Account Work performed by Subcontractors will be allowed a one-time 10% markup above invoice costs. Invoices must be supplied with time and material costs.

E. Work performed by utility companies for adjusting utilities shall be billed directly to the Owner by the utility company and will not be considered as part of Force Account work.

F. The means by which Force Account Work is accomplished will be determined in advance and must be authorized in advance by the Resident Project Representative (RPR) and the Owner.

G. Force Account Work shall be reconciled with time sheets and material invoices between the Contractor and the RPR on a daily basis to insure proper accounting.

H. The Owner has included in the contact bid documents specific Force Account bid amounts for items of work to be paid under this section.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.1 METHOD OF MEASUREMENT

A. No quantity measurement will be made for Force Account Work other than time and materials required to complete each work item. Time will begin when all equipment and personnel are present at the site of the proposed work and will end when all work at the site is complete. No time will be allowed for travel to and from the site.

4.2 BASIS OF PAYMENT

A. General Force Account Work project-wide will be paid on a time-and-material basis or as otherwise agreed to as stated herein. Note that the bid amount for this item has been placed within the Bid Schedule in order to preserve the competitiveness of the bid process. Note also that there is no guarantee that all or any of the line item will be expended.

B. Adjusting Utilities work project-wide will be paid on a time-and-material basis or as otherwise agreed to as stated herein. Note that the bid amount for this item has been placed within the Bid Schedule in order to preserve the competitiveness of the bid process. Note also that there is no guarantee that all or any of the line item will be expended.
C. Clearing and Grubbing work project-wide will be paid on a time-and-material basis or as otherwise agreed to as stated herein. Note that the bid amount for this item has been placed within the Bid Schedule in order to preserve the competitiveness of the bid process. Note also that there is no guarantee that all or any of the line item will be expended.

D. Mitigation Irrigation System will be paid on a time-and-material basis or as otherwise agreed to as stated herein. Note that the bid amount for this item has been placed within the Bid Schedule in order to preserve the competitiveness of the bid process. Note also that there is no guarantee that all or any of the line item will be expended.

END OF SECTION
SECTION 02015
LOCATING AND ADJUSTING UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Locating existing utilities within the project.
B. Adjusting existing utilities that are in conflict with the project improvements.

1.02 UTILITY LOCATIONS INDICATED ON THE DRAWINGS

A. Underground utility locations indicated on the drawings are provided from information supplied by the various utility companies and are intended to reflect the general location of underground facilities. No warranty of accuracy of the provided information is implied.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 REQUIREMENTS

A. Locate the position of the utilities:
   i. Coordinate with all utility providers to locate and mark on site the existing buried utility facilities within the project. Utilize One Call of Wyoming and if necessary, contact the utility companies directly.
   ii. Verify utility locations indicated on the drawings that are within the project limits.
   iii. Record existing utility locations within the project limits that are incorrect or not shown on the drawings by marking a set of Project Drawings with the correct locations within +/- 2 ft.
   iv. Verify depth of existing utilities that have potential to conflict with the work. Contractor shall pothole when the locator or utility company cannot identify depth to their utility.
B. Notify ENGINEER of any utility conflicts that are not adequately identified in the project design plans and the construction contract.
C. Protect existing utilities to prevent damage during construction.
D. Verify safe working distances from the existing utilities considering the construction operations to be utilized.
E. Coordinate with each utility as needed to shut down the service as required to construct the work and to facilitate any upgrade or relocation work to be performed by the utility.
F. Provide utility location and safe clearance information to ENGINEER.
G. The CONTRACTOR, is responsible for coordination and scheduling with the utility companies to insure that adjustments of utilities in conflict with the work occurs on an appropriate and reasonable time line, as necessary to allow the project to proceed.
H. CONTRACTOR will initiate locates and scheduling with the utility companies as soon as possible after Notice to Proceed. CONTRACTOR, no less than 30 days prior to the need for adjustments, must deliver notice to each affected utility of the time in which all adjustments are to be commenced and completed.

3.02 ADJUSTING UTILITIES AND EXCAVATION

A. All utility adjustments will be made under the direction of the affected utility.
B. Minimize the work required to adjust utilities. Reset existing utilities whenever feasible by utilizing slack in lines and by preserving existing vaults, pedestals and infrastructure.
C. Notify ENGINEER one day prior to and when commencing with excavations to pothole for utilities and when excavating for utility adjustments. Potholing for utilities, when necessary will be paid as Adjusting Utilities.
D. Perform excavation, trenching and bedding and backfill in accordance with the specifications and in accordance with utility company requirements.
E. Provide Type A Trench Backfill on all trenches installed under pavements.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No separate measurement or payment will be made for locating utilities. Full compensation shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed therefore.

Adjusting Utilities will be paid under the “Force Account – Adjusting Utilities” Pay Item as specified under Section 02005.

END OF SECTION
SECTION 02020
TEMPORARY TRAFFIC CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section consists of planning and providing traffic control to accommodate construction operations including the installation and maintenance of traffic control signs, barricades, and warning devices and when necessary providing flag persons to direct traffic through or around a portion or portions of the project. Temporary Traffic Control shall be provided in conformance with this section and Section 703 of the Wyoming Standards for Road and Bridge Construction 2010 Ed.

B. Temporary Traffic Control will be required during the Highway 22 underpass installation and when construction is within the highway right-of-way, at Stilson Ranch Road and Beckley Parkway, on the boat ramp access road (entering Highway 390), at the Emily’s Pond access and parking area during relocation of the Emily’s Pond approach, at Iron Rock Road, at Walton Ranch Road, at Pratt Road, at the entrances to Skyline Ranch (Mallard Road), during relocation of the Walton Ranch field approach, at Bar Y Road, at Indian Springs Drive, and Teton Science School (Coyote Canyon Road), and at other miscellaneous locations and times during construction.

C. Two Way traffic must be provided along Highway 22 and at all approaches at all times during construction.

1.02 REFERENCES

A. Wyoming Standard Specifications for Road and Bridge Construction 2010 Ed. (WSSRBC)
B. Wyoming Standard Plans for Traffic Control and Traffic Control Devices
C. Manual of Uniform Traffic Control Devices (MUTCD)

1.03 SUBMITTALS

A. Submit traffic Control Plan specific to the project in accordance with Section 703.4.

PART 2 PRODUCTS

2.01 MATERIALS

A. Materials shall be in conformance with Equipment and materials specified in Section 703 and referenced sections of the Wyoming Standards for Road and Bridge Construction 2010 Ed.

PART 3 EXECUTION

3.01 REQUIREMENTS

A. Prepare temporary traffic control plan as specified under Subsection 1.03.
B. Construction shall be performed and phased to minimize traffic disruption.
C. CONTRACTOR shall maintain two travel lanes on State Highways at all times.
D. Temporary single lane traffic is permitted on the west levee access road if signage is provided by the Contractor.
E. In-bound and out-bound traffic into Emily’s Pond Recreation Area will be provided when the access is open to the public. Contractor must ensure the Army Corps of Engineers and their work forces and Teton County Road and Levee has access at all times.
F. Provide traffic control devices and flag persons as needed considering the site condition and construction activity.
G. Flag persons shall be adequately trained and shall be certified by successful completion of a traffic control-training course conducted by the Wyoming Department of Transportation or Wyoming Contractors Association.
H. Revise plan as needed to accommodate changes in the construction activities and re-submit for approval per specifications.
I. Modify temporary traffic control system as needed, if current operations are obviously inadequate to protect the public and/or accommodate traffic volumes.
J. Provide 24-hour emergency telephone number of person responsible for maintaining the temporary traffic control system.
K. Construction access for pathway construction is only to be at existing approaches within the project area as shown on the plans. Contractor is responsible for minimizing tracking of soils onto the approaches and highway and is required to clean the approaches and highway of construction related soil when appropriate or directed by the Engineer or WYDOT.

3.02 EXECUTION

A. Furnish and install necessary traffic control signs and devices.
B. Provide flag persons when necessary to direct traffic through or around the project.
C. Maintain and modify the temporary traffic control equipment as needed to accommodate traffic level and construction operations.
D. Repair or replace temporary traffic control equipment damaged by the public or the construction operations.
E. Remove all traffic control equipment upon completion of the construction operations.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Temporary Traffic Control will be measured and paid as a lump sum item.
B. When the percentage of the original total contract amount shown below is earned, the
percentage of the Contract Lump Sum price for "Temporary Traffic Control" shown below will be paid.

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END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. This section consists of control of pollutants and discharges of stormwater from construction and industrial activities, including temporary and permanent measures to prevent erosion in accordance with Section 215 of the Wyoming Standards Specifications for Road and Bridge Construction, 2010 Ed.

1.2 REFERENCES

A. Wyoming Standards Specifications for Road and Bridge Construction, 2010 Ed.

B. WYDEQ General Permit to Discharge Storm Water Associated with Small Construction Activity Under the Wyoming Pollutant Discharge Elimination System (WYPDES).

PART 2 PRODUCTS

2.1 PRODUCTS AND MATERIALS

A. All products and materials shall conform to Section 215.2 and referenced Subsections of the Wyoming Standards Specifications for Road and Bridge Construction, 2010 Ed.

PART 3 EXECUTION

3.1 CONSTRUCTION

A. Perform in accordance with Section 215.4 and all Subsections of the Wyoming Standards Specifications for Road and Bridge Construction, 2010 Ed. Stormwater Control shall be performed by the Contractor in accordance with Subsection 215.4.2.1. Subsection 215.4.2.2 is deleted.

B. Utilize only existing approaches to access the pathway construction areas. Maintain accesses free of soil tracked from the project. Clean accesses and highway of soils when appropriate or directed by the Engineer or WYDOT.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.1 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. The Engineer will measure:

1. Contractor Stormwater Control by the lump sum. 25% of the lump sum
price for Contractor Stormwater Control will be paid with the first monthly progress payment. Additional monthly progress payments will be prorated based upon the total project work actually performed as compared to the total original contact cost. The total lump sum payment will not exceed the original lump sum bid.

2. Silt Fence by the foot.
3. Sediment Logs by the foot.

END OF SECTION
SECTION 02780
HIGHWAY 22 UNDERPASS

PART 1 GENERAL

1.1 SUMMARY
   A. This specification covers all work on the Highway 22 Underpass including all materials, labor, equipment and incidentals necessary to complete the facility in a finished operable condition as specified on the plans and within various sections of these specifications.

1.2 SUBMITTALS
   A. Submit product submittals and shop drawings on all equipment, materials, supplies and procedures per Section 01300 and as required in all specification sections related to this item.
   B. If Shoring is proposed, submit shoring design and construction details per Section 02150 as amended by Special Provision.
   C. Submit Schedule of Values per the General Conditions for each Lump Sum pay item under this section. The Schedule of Values will provide the basis for partial payments, therefore, inadequate schedules will be returned to the Contractor for further breakdown into the various aspects of the work.
   D. Submit Traffic Control Plan per section 02020.

PART 2 PRODUCTS

2.1 All Products to be furnished for this item shall be as specified in other items specifications or as indicated on the Drawings. Refer to other specification sections as may be amended by Special Provision.

PART 3 EXECUTION

3.1 GENERAL WORK REQUIREMENTS and SCHEDULING
   A. CONTRACTOR REQUIREMENTS
      1. Install and conduct traffic control operations prior to and during performance of the work. Minimize traffic disruptions.
      2. If work is suspended for winter the Contractor must ensure that Highway 22 is surfaced with hot plant mix asphalt and striped until construction operations resume in the spring. Asphalt width and striping must match pre-construction
conditions. If temporary asphalt is used, the thickness of the asphalt must be at least 3 inches.

3. All personnel working within state highway right-of-ways must wear high visibility safety apparel meeting Performance Class 2 Specifications of the current ANSI/ISEA 107 Standard.

3.2 INSTALLATION

A. Locate utilities in accordance with Section 02015. Contact ENGINEER in event of conflicts with the work. Contact Silverstar Communications, Charter, and Centurylink and all other affected utility companies to coordinate the adjustment of the existing fiber optic cables and other wire utilities in conflict with the underpass installation. Adjusting utilities shall be paid under the applicable Force Account Item.

B. Install all underground piping and catch basins in conformance with Section 02725 and with pipe bedding as required in Section 02225.

C. Refer to the Underpass Drawings and electrical drawings for electrical power supply and electrical equipment and lighting requirements. Install H-frame per Lower Valley Energy requirements and coordinate the installation of the electrical service meter with Lower Valley Energy.

D. Backfill and compact daily, no open trenching to be left overnight, within reason. If open trench is warranted, protect all required open trenches from public entry and accident.

E. All work shall be completed in a neat and workman like manner.

F. Provide barriers to protect the public.

G. Deviations from Drawings are not allowed unless specifically approved by the ENGINEER.

3.3 STRUCTURE EXCAVATION AND BACKFILL

A. Structure excavation and backfill shall comply with all requirements within the Drawings and Specifications. Refer to Section 206 of the Standards for Road and Bridge Construction, 2010 ed. and the Drawings.

B. Material produced from the excavation shall be used in embankments as specified and shown in the Drawings for the pathway or wasted at no additional expense. Backfill shall be as shown on the Drawings.
3.4 SITE GRADING

A. Coordinate area site grading as shown on the drawings prior to installation of guardrail, surface courses and erosion control measures and landscaping. Grading completed outside of the limits of the Highway 22 Underpass item pay limits will be measured and paid as Unclassified Excavation.

B. Restore the undeveloped portions of the site to pre-construction conditions.

3.5 ELECTRICAL SERVICE, POWER SUPPLY, ELECTRICAL EQUIPMENT

A. Install electrical service, power and lighting equipment as shown in the Drawings.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.1 METHOD OF MEASUREMENT

A. Highway 22 Underpass will be measured as follows:

1. Highway 22 Underpass shall be measured as a single work item consisting of providing all trade work, equipment and materials, including incidentals and subsidiary items called out on the drawings and referenced in this specification and other specification sections as being paid under this item. Limits of work to be paid under this item are as shown on the Drawings and as specified herein. This items shall include but not be limited to: saw-cutting and removal of asphalt; excavating; designing and installing shoring; dewatering; placing base and bedding courses; placing precast box culvert sections and precast wingwalls and accessories; placing and installing grout; placing hot plant mix pavement in the box culvert; imported borrow backfill; and for installing all drain gravel, sand, base courses, and hot plant mix pavement required to restore Highway 22 to existing grades; and spot marking for striping and replacement of all removed delineators.

2. Highway 22 Underpass Drain System shall be measured as a single work item consisting of providing all trade work, equipment and materials, including incidentals and subsidiary items called out on the drawings and referenced in this specification and other specification sections as being paid under this item. This items shall include but not be limited to: excavating, trenching, bedding and backfill for drains; drain pipe; pipe fittings; catch basins and accessories, rings and covers, grouting, and sediment logs.

3. Highway 22 Underpass Electrical and Lighting shall be measured as a single work item consisting of providing all trade work, equipment and materials, including incidentals and subsidiary items called out on the drawings and referenced in this specification and other specification sections as being paid under this item. This items shall include but not be
limited to: coordinating with Lower Valley Energy for installation of the
service meter and secondary power; excavating, trenching, bedding and
backfill for electrical wire; and installing the electrical service H-Frame;
installing the consumer wire and the Panel A; installing all electrical wire,
grounding components, conduit, panels, motion sensors, lighting, and
accessories as shown on the Electrical Drawings in order to provide a
complete and operable lighting system for the underpass.

B. Temporary Traffic Control will be measured and paid separately.
C. Guardrail and guardrail end terminals will be measured and paid separately.
D. Landscaping will be measured and paid separately.

4.2 BASIS OF PAYMENT

A. Payment for Highway 22 Underpass Pay Items will be made at the various
contract lump sum prices, said prices being full compensation for all materials,
labor, haul, equipment and incidentals necessary, other than Temporary Traffic
Control, to complete the item as an entire facility complete and operational as
specified in all applicable Technical Specification Divisions, the Project Manual,
and as shown on the Drawings. Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway 22 Underpass</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Highway 22 Underpass Drain System</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Highway 22 Underpass Electrical and Lighting</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

B. Progress payments will be made by comparing the progress of the work with the
approved Schedule of Values for each item. Work to be included in the partial
payments will be at the discretion of the Engineer.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY
   A. This specification covers all work on the Soldier Pile Retaining Wall as shown on Section 4 of the Drawings including all materials, labor, equipment and incindentals necessary to complete the facility in a finished operable condition as specified on the plans and within various sections of these specifications.

1.2 SUBMITTALS
   A. Submit product submittals and shop drawings on all equipment, materials, supplies and procedures per Section 01300 and as required in all specification sections related to this item.
   B. Submit a soldier pile wall construction plan at least 14 days before the start of wall construction. Do not begin soldier pile wall construction until the construction plan submittal is accepted. Provide project specific information in the soldier pile wall construction plan including a detailed construction sequence.
   C. Submit proposed pile driving methods and equipment in accordance with Wyoming Standard Specifications for Road and Bridge Construction Section 504.
   D. Submit Schedule of Values per the General Conditions for each Lump Sum pay item under this section. The Schedule of Values will provide the basis for partial payments, therefore, inadequate schedules will be returned to the Contractor for further breakdown into the various aspects of the work. The Schedule of Values must include a per linear foot cost of piles of all the types used. This unit cost will be the basis of payment for any variation in pile length installed.

PART 2 PRODUCTS

2.1 All Products to be furnished for this item shall be as specified in other items specifications or as indicated on the Drawings.

PART 3 EXECUTION

3.1 GENERAL WORK REQUIREMENTS and SCHEDULING
   A. CONTRACTOR REQUIREMENTS
      1. Install and conduct traffic control operations prior to and during performance of the work. Minimize traffic disruptions.
      2. All personnel working within state highway right-of-ways must wear high visibility safety apparel meeting Performance Class 2 Specifications of the current ANSI/ISEA 107 Standard.

3.2 INSTALLATION
   A. Locate utilities in accordance with Section 02015. Contact ENGINEER in event of conflicts with the work. Contact Silverstar Communications, Charter, and
Centurylink and all other affected utility companies to coordinate the adjustment of the existing fiber optic cables and other wire utilities in conflict with the underpass installation. Adjusting utilities shall be paid under the applicable Force Account Item.

B. Drive piles to full depth per the drawings prior to excavation on the north side of the wall face.

C. Excavate in front of piles from the top down in accordance with the accepted submittal. Excavate in staged horizontal lifts with a maximum height of 5 ft. Use timber lagging or an alternate approved method for temporary support of excavations in accordance with the accepted submittals.

D. Install temporary support within 24 hours of excavating each lift unless otherwise approved. The installation may be delayed if it can be demonstrated that delays will not adversely affect excavation stability. If excavation faces will be exposed for more than 24 hours, use polyethylene sheets anchored at top and bottom of lifts to protect excavation faces from changes in moisture content.

E. Install lagging, drainage, and aggregate backfill.

F. Backfill and compact daily, no open trenching to be left overnight, within reason. If open trench is warranted, protect all required open trenches from public entry and accident.

3.3 EXCAVATION AND BACKFILL

A. Structure excavation and backfill shall comply with all requirements within the Drawings and Specifications. Refer to Section 206 of the Standards for Road and Bridge Construction, 2010 ed. and the Drawings.

B. Excess material produced from the excavation shall be used in embankments as specified and shown in the Drawings for the pathway or wasted at no additional expense.

3.4 SITE GRADING

A. Coordinate area site grading as shown on the drawings prior to installation of surface courses and erosion control measures and landscaping.

B. Restore the undeveloped portions of the site to pre-construction conditions.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.1 METHOD OF MEASUREMENT

A. Soldier Pile Retaining Wall will be measured as follows:

1. Soldier Pile Retaining Wall shall be measured as a single work item consisting of providing all trade work, equipment and materials, including incidentals and subsidiary items called out on the drawings and referenced in this specification and other specification sections as being paid under
this item. NOTE; Excavation external of the wall face per the plans is included in Unclassified Excavation. Limits of work to be paid under this item are as shown on the Drawings and as specified herein. These items shall include but not be limited to: pile installation, lagging, aggregate fill, geotextile installation, excavation interior of the wall face neat lines per the plans.

B. Temporary Traffic Control will be measured and paid separately.

C. Landscaping will be measured and paid separately.

4.2 BASIS OF PAYMENT

A. Payment for Soldier Pile Retaining Wall Items will be made at the contract lump sum price, said price being full compensation for all materials, labor, haul, equipment and incidentals necessary, other than Temporary Traffic Control, to complete the item as an entire facility complete and operational as specified in all applicable Technical Specification Divisions, the Project Manual, and as shown on the Drawings. Payment will be made under:

Soldier Pile Retaining Wall Lump Sum

B. Progress payments will be made by comparing the progress of the work with the approved Schedule of Values for each item. Work to be included in the partial payments will be at the discretion of the Engineer.

END OF SECTION
SECTION 02810
SIGNS

PART 1 GENERAL

1.1 SECTION INCLUDES
A. Furnishing and installing posts for signs.
B. Furnishing and installing signs and mounting hardware.

1.2 REFERENCES
A. Wyoming Public Works Standard Specifications
B. Wyoming Standards Specifications for Road and Bridge Construction, 2010 Ed.
C. Manual of Uniform Traffic Control Devices

1.3 SUBMITTALS FOR REVIEW
A. Shop Drawings: Indicate post dimensions, anchorage, and schedule of sign mounting components.
B. Product Data: Provide data on sign fabrication including lettering height, spacing and background colors and reflectorization.

1.4 REGULATORY REQUIREMENTS
A. Signs shall conform to size and color requirements of the Manual of Uniform Traffic Control Devices or as specified.

PART 2 PRODUCTS

2.1 MATERIALS
A. Materials furnished under this section shall be in accordance with Wyoming Standards Specifications for Road and Bridge Construction, 2010 Ed. Section 800 as follows:
   Bolts and Fasteners 816.8
   Epoxy Mastic Paint 809.10
   Galvanizing 815.14
   High Strength Bolts and Fasteners 815.2
   Roadway Sign Supports 816.6
   Sheet Aluminum for Sign Panels 816.1
   Structural Steel 815.1
   Type III Reflective Sheeting 816.4
B. Aluminum Sign Panels: Sheet aluminum shall be 0.125 inches thick.
PART 3 EXECUTION

3.1 NEW SIGNS INSTALLATION

A. Verify that the site and locations for signs have been inspected by the Engineer and that all grading and work of other sections is complete and ready to receive sign installation.

B. For new signs install posts and accessories in accordance with drawings and manufacturer's instructions.

C. Set posts plumb and square to the direction of traffic. Slope ground away from post.

D. Provide new sign panels that are free of dents, wrinkles and holes. When formed in multiple sections, ensure joints are tight and smooth. Ensure that retroreflective sheeting is applied to panels in accordance with the sheeting manufacturer’s recommendations and with adjacent strips matched for color to provide a surface free of imperfections and uniform nighttime appearance and brilliance. Ensure that the panel background and tables are clear coated or edge sealed before legend is applied and that sign edges and faces are clear coated or edge sealed in accordance with the manufacturer’s specifications for the type of sheeting applied.

E. Attach signs securely to posts with mounting hardware.

F. Repair marred paint by repainting after erection. After erection clean faces of signs and repair marred or damaged surface coating with the same material as the original coating.

3.2 REMOVING AND RESETTING SIGNS

A. Without damaging the sign or post, remove and stockpile existing signs that interfere with the work or that are designated to be reset. Materials damaged shall be replaced by Contractor without additional payment. Provide additional mounting hardware to reset sign panels if necessary at no additional cost.

B. Reset signs where shown in the Drawings or as directed by the Engineer and in accordance with WPWSS Section 02805.

3.3 INSTALLATION TOLERANCES

A. Posts - Maximum Variation from Plumb: 1/2 inch.

B. Sign - Maximum Offset from True Position: 1/4 inch.

C. Components shall not infringe adjacent property lines.
PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.1 METHOD OF MEASUREMENT

A. Signs will be measured by numerical count each for each combination of sign and post installed and accepted. Posts will not be measured.

4.2 BASIS OF PAYMENT

A. Payment for Signs shall be at the Contract Unit Price bid for each sign installed and accepted. Payment shall be considered full compensation for including but not limited to, furnishing all materials, equipment and labor to excavate and backfill, and set sign posts and signs and hardware per this specification and the Drawings.

END OF SECTION
SECTION 02820
PAVEMENT MARKINGS

PART 1 GENERAL

1.1 SECTION INCLUDES
   A. Pavement striping.
   B. Painted pavement symbols and letters.

1.2 REFERENCES
   A. Wyoming Standard Specifications for Road and Bridge Construction, 2010 Ed.
   B. Manual of Uniform Traffic Control Devices
   C. WYDOT Pavement Markings Manual

1.3 SUBMITTALS FOR REVIEW
   A. Shop Drawings: Indicate symbol and lettering sizing and spacing.
   B. Product Data: Provide manufacturer data on paint products and application requirements.

1.4 REGULATORY REQUIREMENTS
   A. Striping, lettering and symbols shall conform to size and color requirements of the Manual of Uniform Traffic Control Devices, the WYDOT Pavement Marking Manual, and Teton County Pathways Standards.

1.5 COORDINATION WITH WYDOT
   A. WYDOT forces will perform all striping required on Highway 22. Contractor must provide 2 weeks advance notice to WYDOT prior to need for striping. Contractor is responsible for spot marking the stripes as required per the WYDOT Pavement Marking Manual.

PART 2 PRODUCTS

2.1 MATERIALS
   A. Paint for striping, symbols, crosswalks, stop lines, and wording: commercial grade, MPI #32 Alkyd Traffic Marking Paint. Color and dimensional requirements per Drawings.
2.2 EQUIPMENT

A. Commercial compressed air or airless spray striping machine capable of applying an even coating at the manufacturer’s recommended thickness in an even width across the stripe.

PART 3 EXECUTION

3.1 INSTALLATION – PATHWAYS AND APPROACHES

A. Only apply paint in dry conditions and when atmospheric temperatures exceed 50 degrees F or the minimum recommended by the manufacturer.

B. Clean surfaces of all debris, sand, dirt, gravel, oil and other foreign material to ensure that the pavement surfaces are ready to receive paint.

C. Provide a qualified technician to supervise equipment and application of paint. Layout markings using guidelines, and forms. Stencils and templates shall be professionally made to industry standards. Free hand painting of symbols, wording and striping shall not be allowed.

D. Apply paint with mechanical equipment to produce pavement markings with uniform straight edges and consistent texture. Apply at manufacturer’s recommended rates to provide a wet film thickness of approximately 15mils.

E. Protect adjacent areas and other items from receiving paint. Sandblast or otherwise remove paint applied to areas not designated to receive pavement markings.

F. Protect newly applied paint from tracking and damage.

3.2 INSTALLATION – HIGHWAY 22

A. Permanent striping on Wyoming Highway 22 only will be performed by WYDOT forces. Coordinate during the 2015 construction season.

B. Contractor is required to coordinate with WYDOT to perform the striping required on Highway 22 at the Emily’s Pond Approach and for re-stripping Highway 22 after construction of the Highway 22 underpass. Contractor must provide spot marking for WYDOTs uses. Provide 2 weeks minimum notice to WYDOT of the need for striping.

3.3 INSTALLATION TOLERANCES

A. Lane Striping - Maximum Variation From alignment: 4 inches.

B. Stop Lines and Lettering- Maximum Variation from Plan Location: 4 inches.
3.4 OBLITERATION/REMOVAL OF PAVEMENT MARKINGS

A. Where indicated on the plans, obliterate/remove existing pavement markings and striping by sandblasting, water blasting or other approved methods. Painting over existing pavement markings does not constitute pavement marking obliteration.

B. Removal of existing pavement markings shall not damage the existing pavement surface. If the existing pavement surface is damaged due to obliteration of pavement markings, the Contractor may be required at the discretion of WYDOT, to install a new surface course, with no additional payment.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.1 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Pavement Markings will be paid lump sum. Payment for Pavement Markings shall constitute full compensation for furnishing all materials, equipment and labor to clean the surfaces to receive paint and for application of all striping, pavement markings and symbols, and pavement applied lettering as specified and shown in the Drawings. Payment shall also constitute full compensation for removal of all existing pavement striping or markings that are designated on the plans for removal. Payment also includes Contractor coordination with WYDOT. No additional payment will be made for striping installed by WYDOT.

END OF SECTION
PART 1  GENERAL

1.01 GENERAL CONDITIONS AND DIVISION 01 APPLY TO THIS DIVISION.

1.02 DESCRIPTION

A. Includes But Not Limited To -
   1. Provide labor, materials, and equipment necessary for completion of this Division as described in Contract Documents.

1.03 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies -
   1. NEC and local ordinances and regulations shall govern.

B. Source Quality Control -
   1. Material and equipment provided shall be new, meet standards of NEMA or UL, and bear their label wherever standards have been established and label service is available.

1.04 PRIOR APPROVAL

A. General:
   1. Catalog and manufacturer's numbers are for the purpose of establishing standards of quality and types of materials to be used. Products of other manufacturers may be used if equal in quality and design in the opinion of the Engineer and are specifically approved by the Engineer. All submittals for “or equal” approval shall be made no less than ten days prior to bidding.
   2. Any conflict arising from the use of substituted equipment shall be the responsibility of the supplier of that equipment. The contractor and his supplier shall bear all costs required to make equipment comply with the intent of the plans and specifications.

1.05 SUBMITTALS

A. Record Drawings:
   1. Provide as required by Division 01.

B. Shop Drawings:
   1. Prepare submittal for each item of equipment and attach written approval to each indicating that Section 01300 has been complied with and that shop drawings are correct.
   2. Dimensioned plans and sections or elevation layouts of electricity-metering equipment.
   3. Do not purchase equipment before completion of shop drawing review.
   4. Engineer will not review shop drawings before the contractor has reviewed the shop drawings. The contractor shall stamp all drawings with a statement that he
has reviewed all shop drawings and that they conform to the intent of the drawings and specifications.

C. Submittals shall contain:
   1. The first section of the manual shall contain:
      a. Names, addresses, and telephone numbers of Electrical Engineer, General Contractor, and any other contractors involved.
   2. Date of submission and dates of any previous submissions.
   3. Project title and number.
   5. The names of Contractor, Supplier, and Manufacturer.
   6. Identification of the product, with the Specification Section number.
   7. Field dimensions, clearly identified as such.
   8. Relation to adjacent or critical features of the Work or materials.
   9. Applicable standards, such as ASTM or Federal Specification numbers.
  11. Identification of revisions on resubmittals.
  12. An 8”x3” space for Engineer’s and Contractor’s stamps.
  13. Contractor stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of the Contract Documents.
  14. Submittals shall be furnished on the following equipment:
      a. Panelboard
      b. Light Fixtures
      c. Receptacles
      d. Meter Base

D. O & M Manuals:
   1. Provide 3 copies of O & M manual with data for all equipment furnished.
      Submittals shall be furnished on the following equipment:
      a. Panelboard
      b. Light Fixtures
      c. Receptacles
      d. Meter Base
   2. Provide one copy of contractor’s written warranty in each manual.

1.06 WORKMANSHIP
   A. All workmanship shall meet "NECA Standards of Installation".

1.07 FEES AND PERMITS
   A. All permits, fees and charges for inspections required by public authorities shall be paid for by the contractor.

PART 2 PRODUCTS

2.01 MATERIAL
   A. Where Manufacturer's names appear, other Manufacturers may be substituted upon obtaining written approval of Architect or Engineer at least 10 days prior to opening of bids.
PART 3  EXECUTION

3.01  PREPARATION

A. Confirm dimensions, ratings, and specification of equipment to be installed and coordinate these with site dimensions and with other Section.

3.02  EQUIPMENT IDENTIFICATION

A. Properly identify panelboards, convertible circuit breakers in panelboards, motor disconnect switches, starters, other apparatus used for operation of, or control of, circuits, appliances or equipment by means of engraved laminated plastic descriptive nameplates mounted on apparatus using round head brass machine screws, pop rivets and contact cement. Cardholders in any form are not acceptable.

B. All panelboards, switchboards, transformers, and motor control centers in mechanical areas shall have black and yellow warning tape installed on the floor three feet in front of equipment and along sides to identify 3 feet clearances in front of equipment.

C. All pull boxes and splice boxes shall identify circuits that are inside pull and splice boxes. Label outside of box cover with black ink markers.

D. Label inside of all switch plates and cover plates with panel and circuit numbers.

3.03  EQUIPMENT FINAL CLEANING

A. At completion of project contractor shall clean all panels which includes vacuuming inside of panel and wiping down all panels.

B. Clean all light fixtures and lamps and remove all dirt, dust, fingerprints, packing etc.

3.04  FIELD QUALITY CONTROL

A. Test systems in presence of Engineer and demonstrate equipment as working and operating properly. Rectify defects at no cost to Owner.

PART 4  METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01  Electrical work shall not be measured or paid separately. Full compensation for all electrical work shall be considered as included in the price paid for Highway 22 Underpass Electrical and Lighting, specified under Section 02780.

END OF SECTION
SECTION 16110
RACEWAYS

PART 1 GENERAL

1.01 DESCRIPTION

A. Includes But Not Limited To -
   1. Quality of material and installation procedures for all conduit and fittings used on Project, except as excluded below.

B. Related Work Specified Elsewhere -
   1. See Sections relating to power and lighting systems for additional requirements.

PART 2 PRODUCTS

2.01 MATERIAL

A. Conduit -
   1. 3/4 inch unless indicated otherwise and use restricted as indicated by product.
   2. Galvanized rigid steel (Type RMC) -
      a. May be used in all areas.
   3. Galvanized Intermediate Metallic Conduit (Type IMC) -
      a. May be used in indoor locations not in contact with earth.
   4. Galvanized Electrical Metallic Tubing (Type EMT) -
      a. May be used in indoor dry locations where it is -
         1) Not subject to damage.
         2) Not in contact with earth.
         3) Not in concrete slabs on grade.
   5. Schedule 40 Polyvinyl Chloride (PVC) (Type RNC) 3/4 inch minimum -
      a. May be used -
         1) Underground.
         2) In or below concrete.
   6. Liquid-tight flexible steel conduit (Type LFMC) -
      a. Use in outdoor final connections to mechanical equipment, not to exceed 36 inches.

B. Fittings -
   1. Compression or set-screw steel housing type for EMT, flexible steel, and liquid-tight flexible steel conduits.
   2. PVC -
      a. PVC fittings shall be PVC type. Use PVC adapters at all boxes.
      b. Brush apply PVC cement.
      c. All PVC components, (conduit, fittings, cement) shall be from same Manufacturer.
C. Use of the following is prohibited -
   1. Aluminum conduit.
   2. Electrical non-metallic tubing.
   3. EMT crimp-on, tap-on, indenter type fittings.
   4. Malleable iron or cast set-screw fittings.
   5. Spray (aerosol) PVC cement.
   6. PVC 90 degree bends.

PART 3 EXECUTION

3.01 INSTALLATION

A. Conceal raceways within ceilings, walls and floors except where exposed raceways are specifically permitted.

B. Keep raceway runs a minimum distance of six inches from hot water pipes.

C. Support conduit and boxes in an approved manner by -
   1. Expansion shields in concrete or solid masonry.
   2. Toggle bolts on hollow masonry units.
   3. Wood screws on wood.
   4. Metal screws on metal.

D. Secure conduit with approved supports within three feet of every bend, outlet box, junction box, gutter, panel, fitting, etc. Do not space supports further apart than ten feet.

E. Cap conduit ends during construction.

F. Clean or replace conduits in which water or foreign matter have accumulated.

G. Install grounding type insulated bushings on each end of conduit 1-1/4 inch and larger.

H. Install grounding conductor in PVC conduit.

I. Bending of PVC shall be by hot box bender and for PVC two inches in diameter and larger, expanding plugs.

J. Install conduits into the bottom of panels with adequate space between all conduits to install locknuts and bushings.

K. The following are prohibited -
   1. Use of wooden plugs inserted in concrete or masonry units as base for fastening conduits, tubing, boxes, cabinets, or other equipment.
   2. Installation of conduit or tubing which has been crushed or deformed.
   3. Torches for bending PVC conduit.

L. All 90 degree bends in power and communication conduit systems shall be rigid steel conduit. No PVC 90 degree bends from floor slab up to first outlet box allowed.

M. Run two 3/4 inch spare conduits from each panel to ceiling access area and cap so no foreign matter will enter conduit while not in use.

END OF SECTION
SECTION 16120
WIRE AND CABLE

PART 1  GENERAL

1.01  DESCRIPTION

A.  Includes But Not Limited To -
1.  All conductors as required to complete project.

PART 2  PRODUCTS

2.01  MATERIAL

A.  Conductors -
1.  Copper except where aluminum is allowed to be used.
2.  Minimum size shall be No. 12 except where specified otherwise.
3.  Conductor size No. 8 and larger shall be stranded.

B.  Insulation -
1.  Local codes shall apply.
2.  Conductor size No. 10 and smaller -
   a.  Type THWN/THHN. Branch circuit conductors which run through
       ballast compartments of lighting fixtures shall be code approved for such
       use.
3.  Conductor Size No. 8 and larger - Type THWN/THHN or XHHW.

C.  Steel spring wire connectors or pressure type terminal lugs as specified.
1.  Connectors shall only be used as specified by manufacturer.
2.  Spring type pressure connectors such as "Scotchlock," shall be used for splicing
    No. 8 and smaller.
3.  Splitbolt and/or lug type connectors such as "Bumdy," shall be used for splicing
    No. 6 and larger.
4.  Crimp on spade or ring tongue lug connectors for connection to terminal boards
    such as Thomas & Betts, “Sta-Kon,” shall be used.

PART 3  EXECUTION

3.01  PERFORMANCE

A.  Install conductors in raceway unless indicated otherwise.

B.  Pulling Conductors -
1.  Do not pull conductors into conduit until raceway system is complete and cabinets
    and outlet boxes are free of foreign matter and moisture.
2.  Do not use heavy mechanical means for pulling conductors.
3.  Only wire pulling lubricant may be used.

C.  Conductors shall be routed in panels in a neat and orderly manner with adequate wiring
    length to route to all breakers. Wiring shall be routed with 90 degree bends into circuit
    breakers and shall be tied at points to keep wiring neatly dressed.
D. Conductors shall be continuous from outlet to outlet.

E. Make splices for conductors No. 8 and smaller with steel spring wire connections. Splice larger conductors with pressure type terminal lugs.

F. Route circuits at own discretion, however, circuit numbers shall be according to drawings.

G. All circuits shall have a separate neutral installed.

H. Run conductors of same circuit in same conduit.

I. Run conductors of different voltage system in separate conduits.

J. Color code conductors as follows -

<table>
<thead>
<tr>
<th>240/120V</th>
<th>Single Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Phase A</td>
<td>Black</td>
</tr>
<tr>
<td>2. Phase B</td>
<td>Red</td>
</tr>
<tr>
<td>3. Neutral</td>
<td>White</td>
</tr>
<tr>
<td>4. Ground</td>
<td>Green</td>
</tr>
</tbody>
</table>

END OF SECTION
SECTION 16121  
WIRE CONNECTIONS AND CONNECTING DEVICES

PART 1  GENERAL
1.01  DESCRIPTION

A. Includes But Not Limited To -
   1. Furnish and install wiring devices complete with plates as described in Contract Documents.

PART 2  PRODUCTS
2.01  MATERIAL

A. Receptacles -
   1. Receptacles listed are 20 ampere.
   2. Approved manufacturers for tamper resistant, weather resistant GFCI receptacles:
      | 15A GFCI  | 20A GFCI  |
      |----------|----------|
      | Tamper/Weather | Tamper/Weather |
      |   Resistant   |   Resistant   |
      a. Cooper Wiring Devices | TWRVGF15W | TWRVG20W |
      b. Hubbell | GFTR15W | GFTR20W |
      c. Leviton | W7599-TW | W7899-TW |
      d. Pass & Seymour | 1595TRWRW | 2095TRWRW |

B. In Use Weatherproof Covers -
   1. Approved Manufacturer -
      a. TayMac MX3200 Extra Heavy Duty
      b. Intermatic WP3110MXD, WP1030MXD, WP1010MXD, WP1010HMXD
      c. Engineer approved equal

PART 3  EXECUTION
3.01  INSTALLATION

A. Install wire connections and connecting devices as indicated, in accordance with the manufacturer's written instructions and with recognized industry practices to ensure that the devices comply with requirements. Comply with NEC and NEMA standards for installation of wire connections and connecting devices.

B. Coordinate with other work as necessary.

END OF SECTION
SECTION 16405
ELECTRIC SERVICE

PART 1    GENERAL

1.01 DESCRIPTION

A. Includes But Not Limited To -
   1. Furnish and install service as described in Contract Documents and as required by
      local serving agency.
   2. Cost of completion of service shall be included and paid for by this section.

B. Job Conditions:
   1. Coordinate with serving agency on all items, especially service entrance fittings
      and meter sockets where required.

PART 2    PRODUCT

2.01 MATERIAL

A. Install materials of types and sizes as shown on the drawings.

PART 3    EXECUTION

3.01 INSTALLATION

A. Install electric service equipment at locations indicated on the drawings and in accordance
   with manufacturers written instructions.

END OF SECTION
PART 1  GENERAL

1.01 DESCRIPTION

A. Includes But Not Limited To -
1. Provide grounding for entire electrical installation as shown below and described in Contract Documents.
   a. Electrical service, its equipment and enclosures.
   b. Neutral or identified conductor of interior wiring system.
   c. Main panelboard, power and lighting panelboards.
   d. Conduits and other conductor enclosures.
   e. Non-current-carrying metal parts of fixed equipment such as motors, starter, and controller cabinets, instrument cases, and lighting fixtures.

PART 2  PRODUCTS

2.01 MATERIAL

A. Size materials as shown on Drawings and in accordance with applicable codes.
B. Ground wires No. 6 and smaller shall have green insulation. Ground wires No. 4 and larger shall be bare or shall have green tape at conductor connections.
C. Ground rods shall be 5/8" x 8' copperweld.
D. Make grounding conductor connections to ground rods and water pipes using approved bolted clamps of bronze or brass designed for such use.

PART 3  EXECUTION

3.01 INSTALLATION

A. Install additional ground rods as required by applicable codes and as indicated on Drawings.
B. Ground identified grounded (neutral) conductor of electrical system on supply side of main service disconnect.
C. Pull ground conductors in non-metallic raceways and in flexible steel conduit exceeding 6 feet long. Use same size ground as phase conductors up through #10 AWG. Use NEC Table 250-122 for all others unless noted otherwise on Drawings.

END OF SECTION
PART 1 GENERAL

1.01 DESCRIPTION

A. Includes But Not Limited To -
   1. Furnish and install lighting system as described in Contract Documents complete with lamps.

B. Related Work Specified Elsewhere -
   1. See Section 16000 for general requirements.

1.02 JOB CONDITIONS

A. Coordination -
   1. Coordinate with ceiling layout to obtain symmetrical arrangement of fixtures on ceiling of pathway tunnel.

PART 2 PRODUCTS

2.01 MATERIAL

A. Lighting Fixtures -
   1. See Fixture Schedule on Drawings.
   2. All alternate light fixture packages shall be submitted a minimum of 10 days prior to bid for approval.

B. Lamps
   1. LED lamps per fixture type:
      a. 4000K

PART 3 EXECUTION

3.01 INSTALLATION

A. Securely fasten fixtures in place in all areas. Fixtures located in secure areas shall be anchored at four corners.

B. Do not install fixture lens enclosures or louvers in fixtures until general construction work is complete, including painting.

C. All light fixtures and lamps shall be left clean at the time of substantial completion of the work. It is the responsibility of the electrical contractor for protection and final cleaning of fixtures. If fixtures are dirty at completion of the project, the Contractor shall clean them at no additional cost to the Owner.

END OF SECTION
PATH 22 MIDDLE CONNECTOR PROJECT

ADDENDUM NO. 1
February 17, 2015

NOTICE TO BIDDERS

This ADDENDUM shall be acknowledged both in the space provided below on this ADDENDUM and on the BID FORM. Failure of any Bidder to properly acknowledge receipt of this Addendum both on this ADDENDUM and on the BID FORM may result in REJECTION OF THE BID.

This Addendum shall be attached to the Contract Documents and shall form a part thereof. The following changes, additions and/or deletions shall be made in the Specifications, Contract Documents and/or Drawings.

GENERAL

1. The Bid Date has been revised to 2:00 PM, Wednesday, March 11. Bids shall be received in the office of Teton County Engineering, P.O. Box 3594, 320 South King Street, Jackson, WY.

2. The date of the Mandatory Pre-Bid Conference is revised to February 24, 2014. The Pre-Bid Meeting will be held in the office of Teton County Engineering, 320 South King Street, Jackson, WY.

Sincerely,

[Signature]

Dave Dufault, PE
Project Manager

BIDDER ACKNOWLEDGMENT DATE

Addendum No. 1, Page 1 of 1
PATH 22 MIDDLE CONNECTOR PROJECT

ADDENDUM NO. 2
March 3, 2015

NOTICE TO BIDDERS

This ADDENDUM shall be acknowledged both in the space provided below on this ADDENDUM and on the BID FORM. Failure of any Bidder to properly acknowledge receipt of this Addendum both on this ADDENDUM and on the BID FORM may result in REJECTION OF THE BID.

This Addendum shall be attached to the Contract Documents and shall form a part thereof. The following changes, additions and/or deletions shall be made in the Specifications, Contract Documents and/or Drawings.

GENERAL

1. Replace Division: Contract Documents, Division 0410 Bid Form with the attached.
   a. Article 1 is revised to clarify that Bids shall be submitted to the Office of Teton County Engineering at 320 South King Street, Jackson, WY.
   b. The Bid Schedule in Article 5 has been revised to reflect changes to Bid Items for Topsoil, Remove and Reset Signs/Mailboxes, Signs Panels, Sign Posts, and Delineators. The new Bid Form shall be used when submitting a bid.
   c. Article 6 has been revised to indicate that the Date for Final Completion has been revised to October 30, 2015.

2. Substantial Completion is defined as the completion of all work other than landscaping.

3. Add the following subsection to Article 14 of Division 1 Section 0200 Instructions to Bidders:

   14.03 The Apparent Low Bidder will be determined by the Base Bid not including any Alternates.

4. Replace Contract Documents Section 00500 Agreement with the attached.
   a. Article 4 has been revised to indicate that the Date for Final Completion has been revised to October 30, 2015.
   b. Article 9 has been revised to clarify what constitutes the Contract Documents.

5. Replace Contract Documents Section 3 Supplemental Conditions with the attached.

6. The Form to be used for Field Orders on the Project is attached.
SPECIFICATIONS

7. Referenced Wyoming Public Works Standard Specifications, 2001 Edition (WPWSS) are no longer available from The General Contractors Association. To obtain the WPWSS, contact executivedirector@acecwy.org, or call at 307-745-8100.

8. Replace Specification Section 01000 Special Provisions with the attached. Revisions to the original specification are indicated as follows: Original Text (indicates deleted text). New Text (indicates added text).

9. Add the following to Specification Section 02020 Temporary Traffic Control, Subsection 3.01:
   If traffic control includes detour of Highway 22, the detour shall be constructed of an all weather gravel surface and maintained with a minimum of two eleven foot wide travel lanes and two four foot shoulders. Any detour constructed shall provide, in addition to two through lanes, provide for a left turn lane into Mallard Lane or enable use of the existing left turn lane on the highway. Shoulders shall be maintained to permit the safe passage of pedestrians and cyclists. Two way vehicular and cyclist traffic shall be maintained at all times. Detours shall be constructed and signed for the speed of travel through the detour. Detours and traffic control shall be designed by the Contractor.

10. Delete Specification Section 02810 SIGNS in its entirety. Signs are specified fully under WSSRBC Section 702.

11. Add the following sections to Specification Section 020 PAVEMENT MARKINGS:

12. Add the following sections to WSSRBC Specification Section 702 SIGNS:

DRAWINGS

13. Replace Drawings 2.0, 2.1, 2.2, 2.4, 2.7, 2.8, 3.21, 3.25, 3.30, 3.31, 5.0, and 6.0 with the attached. Revisions are noted on the Drawings.

14. Clarification: the Note on Drawing 2.6 that reads “Adjust force main and check valve manholes to finish grade. See Detail 5/2.3” is revised to “Adjust force main manholes to finish grade. See Detail 5/2.3.” Each manhole is to be raised approximately one foot.

15. Clarification: CB-1 shown on Drawing 3.20 is revised to read CB-5.

16. Clarification: The culvert at Sta. 132+57 shown on Drawing 3.24 will be sloped to drain from north to south.

17. Clarification: The note on Drawing 4.10 that reads “Use pile points per specifications” shall be revised to read “Use pile point for piles with greater than 10 feet of embedment.”

Sincerely,

Dave Dufault, PE  
Project Manager  
*******************************

BIDDER ACKNOWLEDGMENT    DATE
SECTION 00410

BID FORM

TETON COUNTY, WYOMING
PATH 22 MIDDLE CONNECTOR PROJECT

TABLE OF ARTICLES

<table>
<thead>
<tr>
<th>Article</th>
<th>Article No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Recipient</td>
<td>1</td>
</tr>
<tr>
<td>Bidder's Acknowledgements</td>
<td>2</td>
</tr>
<tr>
<td>Bidder's Representations</td>
<td>3</td>
</tr>
<tr>
<td>Further Representations</td>
<td>4</td>
</tr>
<tr>
<td>Basis of Bid</td>
<td>5</td>
</tr>
<tr>
<td>Time of Completion</td>
<td>6</td>
</tr>
<tr>
<td>Attachments to this Bid</td>
<td>7</td>
</tr>
<tr>
<td>Defined Terms</td>
<td>8</td>
</tr>
<tr>
<td>Bid Submittal</td>
<td>9</td>
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</tbody>
</table>
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: Teton County, Wyoming  
320 South King Street  
Jackson, WY 83001

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

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 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 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. Bidder is responsible for locating underground facilities...
facilities and utilities prior to commencing work and responsible for ensuring that construction of the project does not damage existing utilities.

E. 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.

F. 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.

G. 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.

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

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its 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 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
## PATH 22 MIDDLE CONNECTOR PROJECT
### Bid Schedule

### Base Bid:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
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<th>Unit Price</th>
<th>Total Price</th>
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<td>Clearing and Grubbing</td>
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<td>Fence at Indian Springs Retaining Wall</td>
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<td>Right of Way Fence Modifications</td>
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<td>702.301</td>
<td>Sign Posts, Wood 4x4 in</td>
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### BASE BID TOTAL:

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The apparent low bidder will be determined by comparison of the Base Bid Total above.
### Additive Bid Alternate A

<table>
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<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Est. Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
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Total Price from Bid Item 2210.3 in the Base Bid Above

Total Increase/Decrease to Bid Item 2210.3 in the Base Bid Above from Additive Bid Alternate A $

### Additive Bid Alternate B

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Est. Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2231.1</td>
<td>Crushed Base (Contractor Furnished)</td>
<td>TON</td>
<td>3690</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Price from Bid Item 2231.1 in the Base Bid Above

Total Increase/Decrease to Bid Item 2231.3 in the Base Bid Above from Additive Bid Alternate B $

### Additive Bid Alternate C - Bar Y Spur Pathway

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Est. Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2210.1</td>
<td>Unclassified Excavation Above Subgrade</td>
<td>CY</td>
<td>275</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2210.2</td>
<td>Unclassified Excavation Below Subgrade</td>
<td>CY</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2210.3</td>
<td>Imported Borrow Excavation (Owner Furnished)</td>
<td>TON</td>
<td>515</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2231.1</td>
<td>Crushed Base (Owner Furnished)</td>
<td>TON</td>
<td>190</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2280.1</td>
<td>Topsoil</td>
<td>SY</td>
<td>700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2512.1</td>
<td>Plant Mix Bituminous Pavement - Pathway Mix</td>
<td>TON</td>
<td>76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2820.1</td>
<td>Pavement Markings</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2900.1</td>
<td>Landscaping</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>702.301</td>
<td>Sign Posts, Wood 4x4 in</td>
<td>LF</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>702.305</td>
<td>Sign Panels, Aluminum</td>
<td>SF</td>
<td>13</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Price Bid Alternate C $

Selection of each of the Additive Bid Alternates will be at the sole discretion of the Owner. The Owner reserves the right to accept or reject any of the apparent low Bidder's (based on Base Bid) additive alternates for any reason at it's sole discretion.
A. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
B. 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, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work on Path 22 Middle Connector Project, shall not be initiated until after March 3, 2015. Bidder agrees that the Work will be substantially complete on or before September 4, 2015, and will be completed and ready for final payment in accordance with Paragraph 14.07. B of the General Conditions on or before October 30, 2015.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Required Bid Security in the form of certified or cashier’s check or acceptable bid bond.
B. Required Bidder Qualification Statement with Supporting Data.
C. List of Proposed Subcontractors
D. A company-wide hourly rate sheet for equipment and labor, including operators and supervisory personnel.
E. Wyoming Certification of Residency, if claiming status as in-state contractor.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): ____________________________________________________________

By: _____________________________________________________________________________

(Individual’s signature)

Doing business as:_________________________________________________________________

Business address:_________________________________________________________________

Phone No. (      )            FAX No. (     )            E-Mail Address _______________________

BID and BID Schedule – Addendum No. 2

00410 - 6 of 8
A Partnership

Partnership Name: ____________________________________________________________

By: _______________________________________________________________________

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

Name (typed or printed):_________________________________________________________

Business address:________________________________________________________________

___________________________________________________________________

Phone No. (___) _______ FAX No. (___) _______ E-Mail Address _______________________

A Corporation

Corporation Name: ____________________________________________________________

State of Incorporation: _______________________________________________________

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

By: ___________________________________________________________________________

(Signature -- attach evidence of authority to sign)

Name (typed or printed):_________________________________________________________

Title: _____________________________________________________  (CORPORATE SEAL)

Attest_____________________________________________________

Date of Authorization to do business in *Wyoming* is       /      /

Business address:________________________________________________________________

___________________________________________________________________

Phone No. (___) _______ FAX No. (___) _______ E-Mail Address _______________________

A Joint Venture

Name of Joint Venture: _________________________________________________________

First Joint Venturer Name: _______________________________________________________

By: ___________________________________________________________________________

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

Name (typed or printed):_________________________________________________________

Title: ___________________________________________________

Second Joint Venturer Name: _____________________________________________________

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

Name (typed or printed): ____________________________________________________________

Title: ____________________________________________________________________________

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

Business address:_______________________________________________________________

______________________________________________________________________________

Phone No. (___) _______ FAX No. (___) _______ E-Mail Address _______________________

SUBMITTED on ______, 20____ .

State Contractor License No. ______. (If applicable)
SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the _________ day of _________, in the year 2015, by and between the Teton County, Wyoming, hereinafter called OWNER, and __________________, hereinafter called CONTRACTOR, for the project know as the Path 22 Middle Connector Project.

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

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of approximately 2.4 miles of paved pathway including 12’Wx8’H box culvert underpass with wingwalls, lighting, and associated drainage system; gabion retaining walls; pile and timber retaining wall; guardrails; culverts; grading; erosion control; miscellaneous site restoration and landscaping. Project also includes and signage and striping for approximately 3 miles of paved pathways.

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: all work as shown and described in the Contract Documents.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Nelson Engineering (Engineer), who will assist the Owner’s representative, and will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work on the Town Path 22 Middle Connector Project, shall not be initiated until after March 3, 2015. Bidder agrees that the Work will be substantially completed by September 4, 2015 and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by October 30, 2015.

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 preceding 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 $500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500.00 for each day that expires after the 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 established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Bid Schedule in the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed, payment will be for actual quantities as determined by ENGINEER in accordance with Article 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment once 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. Ninety (90%) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

   b. Ninety (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 ninety five (95%) percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less Engineer’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of eight (8%) percent per annum.

ARTICLE 8 - CONTRACTOR’S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions 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 (pages 1 to 6, inclusive).

2. Performance bond (pages 1 to 2, inclusive).

3. Payment bond (pages 1 to 2, inclusive).


5. General Conditions (pages 1 to 41, inclusive).

6. Supplementary Conditions (pages 1 to __, inclusive).

7. Specifications as listed in the Specifications Index of the Project Manual.

8. Drawings consisting of _____ sheets with each sheet bearing the Path 22 West Logo and dated 02/09/2015. And including WYDOT Standard Plans listed on the Plan Set Title Sheet.

9. Addenda Nos. __ to __, issued prior to Bid.

10. Exhibits to this Agreement (enumerated as follows):

   a. Contractor’s Bid (pages 1 to 7, inclusive).
   b. Documentation submitted to Contractor Prior to Notice of Award (pages 1 to __, inclusive).
   c. Insurance Certificate
   d. Workers Compensation Certificate
   e. Schedule of Rates
   f. List of Suppliers and Subcontractors
   g. Projected Construction Schedule

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 of Award
b. Notice to Proceed (pages 1 to 1, inclusive).
c. Field Order(s)
d. Work Change Directive(s).
e. 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.
This Agreement will be effective on ________________ (which is the Effective Date of the Agreement).

OWNER:

TETON COUNTY, WYOMING

BY________________________________

ATTEST:

NAME_______________________ ITS________________________________

TITLE_______________________

ADDRESS:

P.O. Box 3594
Jackson, WY 83001

CORPORATE SEAL

CONTRACTOR:

BY________________________________

ATTEST:

NAME_________________________ ITS________________________________

TITLE_________________________

ADDRESS:

________________________________

________________________________

CORPORATE SEAL
SECTION III  
Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2002 Edition) 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 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.

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

**SC-1.01 Defined Terms**

**SC-1.01.A.3.** Add the following language to the end of paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is included in Section I of the Project Manual.

**SC-1.01.A.9.** Add the following language to the end of paragraph 1.01.A.9:

The Change Order form to be used on this Project is included in Section I of the Project Manual.

**SC-1.01.A.20** Add the following language to the end of paragraph 1.01.A.20:

The Field Order form to be used on this Project is included in Section I of the Project Manual.

**SC-1.01.A.45.** Add the following language to the end of paragraph 1.01.A.45:

The Certificate of Substantial Completion form to be used on this Project is included in Section I of the Project Manual.

**SC-1.01.A.52.** Add the following language to the end of paragraph 1.01.A.52:

The Work Change Directive form to be used on this Project is included in Section I of the Project Manual.

**SC-2.01 Delivery of Bonds and Evidence of Insurance**

**SC-2.01.A.** Add the following language at the end of Paragraph 2.01.A:

Required forms of the Performance Bond and Payment Bond are included in Section I of the Project Manual.

**SC-2.02 Copies of Documents**

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

A. Owner shall furnish to Contractor up to five (5) hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

**SC-2.03 Commencement of Contract Times; Notice to Proceed**

**SC-2.03.A.** 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 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 thirty (30) days after the Effective Date of the Agreement.

**SC-2.05 Before Starting Construction**

**SC-2.05.** Add the following new paragraphs immediately after Paragraph 2.05.A.3:

4. The name and phone number of the designated responsible person to be contacted at any hour in the event of a critical condition requiring immediate attention;

5. The name and phone number of Contractor’s on-site “Competent Person”, as defined by OSHA 1962.650(b), responsible for
safety issues related to Contractor’s means and methods of constructing the Work;

6. A list of hourly labor and equipment rental rates for all Contractor’s forces and also for its Subcontractors. These rates shall be utilized for Change Orders as described in Article II. These rates shall include Contractor’s fees for overhead and profit; and

7. A preliminary schedule of materials and equipment procurement.

SC-2.06 Preconstruction Conference; Designation of Authorized Representative

SC-2.06.B. At this conference, Owner and Contractor shall each designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party. The Contractor’s designated individual shall be the Resident Superintendent.

SC-3.03 Reporting and Resolving Discrepancies

SC-3.03 Add the following new paragraph after Paragraph 3.03B.1.b.:

c. In resolving conflicts and discrepancies within the Contract Documents, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, General and Supplementary Conditions, Technical Specifications, and Drawings. Figure dimensions on Drawings shall govern over scaled dimension, and detailed Drawings shall govern over General Drawings. Any WORK that is reasonably inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. WORK, materials, or equipment described in words which when so applied have a well-known technical or trade meaning shall be determined to refer to such recognized standards.

SC-4.02 Subsurface and Physical Conditions

SC-4.02.A.1 Delete Paragraph 4.02.A.1 in its entirety and insert the following in its place:

4.02.A.1 those reports known to Owner of explorations and tests of subsurface conditions at the Site; and

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

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

1. Reports prepared by Nelson Engineering, Jackson, Wyoming, entitled “Geotechnical Investigation, Snake River Pathway, Teton County, Wyoming,” and “Geotechnical Investigation, Pathway 22 Middle Section, Teton County, Wyoming.” The Contractor may rely on the accuracy of “technical data” contained in said report which include laboratory test results and borings. The report and data were prepared for the purposes of engineering design and do not necessarily contain complete information required for bidding and construction purposes. CONTRACTOR should not rely on “non-technical” data or related interpretations or opinions contained in said report for bidding and construction purposes. This non-technical information includes any geologic contacts or descriptions of any foundation or subgrade materials or conditions shown on the Drawings. Such interpretive information is shown for the purposes of design. Responsibility for the consequences of such reliance is expressly disclaimed by the OWNER and ENGINEER.

D. The following drawings of physical conditions relating to existing surface or subsurface structures at the Site are known to the Owner: None.

E. The reports and drawings identified above are not part of the Contract Documents, but the “technical data” contained therein upon which the Contractor may rely, as expressly identified and established above, are incorporated into the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.

F. Copies of the report referenced in SC-4.02.C.1. and 4.02.C.2 above are included within the Appendix of the Project Manual. Copies of the report referenced in SC-4.02.C.3. above may be examined at the office of the Owner, during regular business hours.
SC-4.03 Differing Subsurface or Physical Conditions

SC-4.03.A.4 Delete paragraph 4.03.A.4 in its entirety and insert the following in its place:

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. Contractor’s failure to give notice of differing site conditions within 15 days of their discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

SC-4.06 Hazardous Environmental Condition at Site

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

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

B. Not Used.

SC-5.03 Certificates of Insurance

SC-5.03 Delete Paragraphs 5.03.B in its entirety

SC-5.04 Contractor’s Insurance

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

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

1. Workers’ Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:
   a. State: Statutory
   b. Applicable Federal (e.g., Longshoremen’s) Statutory
   c. Employer’s Liability $500,000

2. Contractor’s General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:
   a. General Aggregate $2,000,000
   b. Products - Completed Operations Aggregate $1,000,000
   c. Personal and Advertising Injury $1,000,000
   d. Each Occurrence (Bodily Injury and Property Damage) $2,000,000
   e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
   f. Excess or Umbrella Liability
      General Aggregate $2,000,000
      Each Occurrence $1,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
   a. Bodily Injury:
      Each person $1,000,000
      Each Accident $2,000,000
   b. Property Damage:
      Combined Single Limit
      of $1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
   a. Bodily Injury:
      Each Accident $2,000,000
      Annual Aggregate $2,000,000
   b. Property Damage:
      Each Accident $1,000,000
      Annual Aggregate $2,000,000

5. The Teton County Wyoming and Nelson Engineering; and the officers, directors, members, partners, employees, agents, and consultants of each and any of them shall be
SC-5.06 Property Insurance

Delete Paragraphs 5.06.A, 5.06.B, and 5.06.D in their entirety and insert the following in their place:

SC-5.06.A. “Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall include the interests of OWNER, TETON COUNTY WYOMING, CONTRACTOR, Subcontractors, ENGINEER, and ENGINEER’s consultants in the Work, all of whom shall be listed as insureds, additional insureds, or loss payee parties, shall insure against the perils of fire and extended coverage and shall include “all risk” insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, and water damage, and other such perils as may be provided in the Supplementary Conditions, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the “all risk” insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of 5.06.C.

SC-5.06.E Reverse the words “OWNER” and “CONTRACTOR” throughout the paragraph.

SC-5.07 Waiver of Rights

Delete this paragraph in its entirety.

SC-5.08 Receipt and Application of Insurance Proceeds

Delete this paragraph in its entirety.

SC-5.09 Acceptance of Bonds and Insurance; Option to Replace

Delete this paragraph in its entirety.

SC-6.02 Labor; Working Hours

SC6.02.A Add the following language at the end of Paragraph 6.02.A:

If during the performance of the Work, the Owner determines that the Contractor has provided incompetent, unsuitably-qualified personnel, the Owner shall notify the Contractor in writing and the Contractor shall replace said personnel within seven (7) days with competent, suitably-qualified personnel.

SC-6.06 Concerning Subcontractors, Suppliers, and Others

Add the following immediately after Paragraph 6.06.G.:

SC6.06.H If required within the Instructions to Bidders, identification of Subcontractors, Suppliers or other entities shall be submitted as an Attachment to the Bid.

SC-6.06.I Owner may furnish to any Subcontractor or Supplier, to the extent practical, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.06.J CONTRACTOR shall not be permitted, without express written authorization of OWNER, to subcontract more than fifty percent (50%) of the CONTRACTOR’S Work. Said percentage shall be computed by dividing the summation of total cost for all subcontracted Work by the Total Contract Price.

SC-6.09 Laws and Regulations

Add the following new Paragraph after 6.09.C:

6.09.D. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

Contractor shall comply with all Wyoming Statutes dealing with public works projects, including but not limited to: W.S. 16-6-101 through -121, 16-6-
Contractor shall, before commencing work on the Project, furnish the OWNER’s attorney proof of compliance with the following:

1. Wyoming Statute 16-6-121. Notice required to receive protection under a bond or guarantee.
2. Wyoming Worker’s Compensation Act.

SC-6.10 Taxes

Add the following language at the end of Paragraph 6.10.A.:

For purposes of payment of sales tax, CONTRACTOR shall designate Teton County, Wyoming as the location of purchases and delivery of all goods, materials, supplies and equipment for this project.

SC-6.14 Safety Representative

Add the following language at the end of Paragraph 6.14.A.:

Contractor shall provide an on-site “competent person”, as defined by OSHA 1926.650(b) to monitor and regulate safety related issues associated with Contractor’s means and methods of constructing the Work.

SC-7.02 Coordination

Delete Paragraph 7.02.A in its entirety and replace with the following:

7.02.A Owner intends to contract with others for the performance of other work on the Project at the Site.

1. Owner shall have the authority and responsibility for coordination of others operating under separate contracts at the Site:

2. The following specific matters are to be covered by such authority and responsibility: Coordination of the work of the Project Contractor.
3. The extent of such authority and responsibility is: Scheduling of Work of Project Contractors so as to effectively combine efforts with that of the Contractor in a timely and coordinated fashion to the greatest degree possible. The Contractor is expected to reasonably assist and cooperate in the coordination of work under his control.

SC-7.04 Claims Between Contractors

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

SC-7.04 Claims Between Contractors

A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor’s performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor’s performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of
work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

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

Delete Paragraph 9.01.A in its entirety and replace with the following:

9.01.A OWNER will provide a 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.

Delete Paragraph 9.02.A in its entirety and replace with the following:

9.02.A Engineer will rely upon communication, information, and documentation provided by Owner’s Resident Project Representative and may 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 Contractor’s executed Work. Based on information provided by the Owner’s Resident Project Representative and 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 Owner provided information and Engineer’s visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

Delete Paragraph 9.03.A in its entirety and replace with the following:

9.03.A Owner will furnish a Resident Project Representative to assist Engineer to provide 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 8.09 and in the General Conditions.

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

B. Owner shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of Contractor; but, the furnishing of such services will not make Engineer or Owner responsible for or give Engineer or Owner control over construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for Contractor’s failure to perform the Work in accordance with the Contract Documents. The duties and responsibilities of the RPR are as described as follows:

1. General: RPR will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Owner and Contractor, keeping Engineer advised as necessary. RPR’s dealings with subcontractors
shall only be through or with full knowledge and approval of Contractor.

2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. **Liaison:**
   a. Serve as Owner’s RPR with Contractor, working principally through Contractor’s authorized representative, assist in providing information regarding the intent of the Contract Documents.
   b. Assist in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
   c. Assist in obtaining from Engineer additional details or information, when required for proper execution of the Work.

5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. **Shop Drawings and Samples:**
   a. Record date of receipt of Samples and approved Shop Drawings.
   b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

7. **Modifications:** Consider and evaluate Contractor’s suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR’s recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. **Review of Work and Rejection of Defective Work:**
   a. Conduct on-Site observations of Contractor’s work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to Engineer whenever RPR believes that any part of Contractor’s work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. **Inspections, Tests, and System Startups:**
   a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
   b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner’s personnel, and that Contractor maintains adequate records thereof.
   c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

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

11. **Reports:**

   a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor’s compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

   b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

   c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

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

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

14. **Completion:**

   a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

   b. Participate in a final inspection in the company of Engineer and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

   c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

   1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).

   2. Exceed limitations of Owner’s authority as set forth in the Contract Documents.

   3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.

   4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.

   5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Contractor.

   6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

   7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

**SC-10.05 Claims**

Replace Paragraph 10.05E with the following:

10.05.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.

Add the following new Paragraph immediately after Paragraph 10.05.F.:

10.05.G. Except to the extent necessary to permit the parties to utilize the procedure established by Paragraph 10.05.E, Owner retains complete governmental immunity and full protection from any and all claims hereunder.
**SC-11.01 Cost of the Work**

Delete Paragraph 11.01.A.5.c in its entirety and insert the following in its place:

**c. Construction Equipment and Machinery:**

1) Rentals of all non-Contractor owned construction equipment and machinery, and the parts thereof in accordance with rental agreements approved in advance 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.

2) Costs for equipment and machinery owned by Contractor will be paid at the rate shown for such equipment in the Owner-approved hourly rate sheet submitted with the Bid. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work. The costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work will not apply to equipment already onsite which is available for other portions of the Work. The cost of any such equipment, machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools.

**SC-11.03 Unit Price Work**

Delete Section 11.03.D in its entirety and replace it with the following:

11.03.D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. If the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that contractor has incurred additional expense as a result thereof; or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

Add the following Section immediately after Section 11.03.D which is to read as follows:

11.03.E. For the purpose of this Supplementary Condition, major pay items are defined as any contract pay item having an original amount bid in excess of 5 percent of the total original Contract Price.

**SC-12.03 Delays**

12.03.A In Paragraph 12.03.A, delete the words “equal to the time lost due to such delay”, and replace them with “of time recommended by the Engineer and approved by the Owner”.

**SC-13.07 Correction Period**

13.07.A In the first sentence, change the words “one year” to “two years”.

**SC-14.02 Progress Payments**

14.02.A.2 Add the following at the end of the paragraph:

Contractor shall provide receipts or other evidence that suppliers and subcontractors have received payment from previous progress payments.

14.02.C.1 Delete Paragraph 14.02.C.1 in its entirety and replace it with the following:
14.02.C.1  Forty-five days after the presentation of the Application for Payment to the 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

SC-14.07.C.1. Delete paragraph 14.07.C.1 of the General Conditions in its entirety and insert the following in its place:

14.07. C.1. “The OWNER shall not be required to make final payment to the CONTRACTOR until such time as the provisions of Wyoming Statute Section 15-1-113 (h), 16-6-116, and 16-6-117, have been fulfilled. If no claims or liens have been filed within a forty-one (41) day period following the first notice that the project is complete and ready for final payment, the retainage percentage will be paid (final estimate) within twenty (20) days after the expiration of said 41-day advertisement period. Should any liens or claims be filed, retainage equal to the amount of the lien or claim will be held until satisfactory agreement is reached between the OWNER, CONTRACTOR, and CONTRACTOR’S surety. All warranties and guarantees from the CONTRACTOR, subcontractors, suppliers, manufacturers, etc., shall be delivered to the OWNER and be of acceptable form and content as determined by the OWNER before final payment is made.”

SC-15.02 Owner May Terminate For Cause

Delete Paragraph 15.02.A.2 in its entirety and insert the following in its place:

SC-15.02.A.2 “CONTRACTOR’S disregard of Laws and Regulations or Permit provisions of any public body having jurisdiction”.

Article 16 Dispute Resolution

Delete this Article in its entirety.

END OF SECTION
Field Order  

No. ____

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<tr>
<td>Contractor:</td>
<td>Engineer's Project No.: 10-124-02</td>
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**Attention:**

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

**Reference:**

| (Specification Section(s)) | (Drawing(s) / Detail(s)) |

**Description:**

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

**Attachments:**

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**Engineer:**

________________________________________________________

**Receipt Acknowledged by Contractor:**

Date:

________________________________________________________

Copy to Owner

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In addition to all WYDOT published amendments, these Special Provisions amend, supplement, and clarify the following Wyoming Standard Specifications for Road and Bridge Construction, 2010 Edition.

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SPECIAL PROVISIONS

These Special Provisions amend, supplement, and clarify the following Wyoming Public Works Standard Specifications, 2001 Edition:

SECTION 01041 PROJECT COORDINATION

Add the following:

1.04 CONSTRUCTION PROGRESS MEETINGS

A. During the course of construction, Engineer and Contractor shall conduct regular construction progress meetings at the project site the offices of either Nelson Engineering or Teton County Engineering located in Jackson, WY. These meetings shall take place at 9:30 a.m. on the last Friday of every month, unless an alternative date is agreed upon by all three of Engineer, Contractor, and Owner.

a. Attendance: Owner, Engineer, and Contractor’s assigned supervisory personnel shall attend this conference.

b. Agenda: The meeting agenda shall include all of the following that apply:

(i) Review of Minutes of previous meetings.
(ii) Review of Work progress.
(iii) Field observations, problems, and decisions.
(iv) Discussion of proposed Work Changes.
(v) Identification of problems which impede planned progress.
(vi) Review of submittals schedule and status of submittals.
(vii) Maintenance of progress schedule.
(viii) Corrective measures to regain projected schedules.
(ix) Planned progress during succeeding work period.
(x) Coordination of projected progress.
(xi) Maintenance of quality and work standards.
(xii) Effect of proposed changes on progress schedule and coordination.
(xiii) Contractor’s Pay Application.
(xiii) Other business relating to Work.

c. Minutes: Engineer will record minutes and distribute copies within seven (7) days after the meeting, with one copy each of the minutes being distributed to Contractor, Owner, participants, and those affected by decisions made at the meeting.

d. Contractor’s Pay Application: All aspects of the application shall be reviewed and agreed upon by representatives of the Engineer and Owner,
and, if agreed upon, the application shall be signed with a recommendation for approval by those representatives at the Construction Progress Meeting in order that the application may be submitted to and acted upon by the Owner in a timely manner.

1.05 COORDINATION WITH UTILITIES

A. Underground utility locations indicated on the drawings are provided from records, information supplied by the various utility companies, and utility locates and are intended to reflect the general location of underground facilities. No warranty of the completeness or accuracy of the provided information is implied.

B. Numerous areas exist within the project where existing live underground utility lines are in close proximity to proposed work. Plans indicate where utilities are expected to require relocation; however, other utilities may be found in conflict with the work and require relocation. Wherever possible, the CONTRACTOR shall retain and protect utility lines in their existing position during execution of the work. Retain and protect means that the Contractor shall be responsible for maintaining the integrity and safety of the utility lines during construction as specified by the utility owner. The CONTRACTOR shall, however, have the option, with consent of the utility Owner, to temporarily or permanently relocate the underground utility at his sole expense. On-site relocation, supervisory, or inspection costs, if any, charged by utility companies while work is progressing adjacent to their lines shall be the responsibility of the CONTRACTOR.

C. Where live underground utility lines will or may require relocation in order to install certain components of the project, relocation of said utility structures will be accommodated by the specific utility. Utility company charges, if any, will be paid by the OWNER. The CONTRACTOR will be responsible for scheduling the necessary work of the utility companies, and if not provided by the utility company, providing excavation, trenching, bedding and backfill and for coordination and scheduling with the companies to insure that relocation occurs on an appropriate and reasonable time line, as necessary to allow the project to proceed. In this regard, the CONTRACTOR, shall, initiate scheduling with the utility companies as soon as possible after Notice to Proceed. CONTRACTOR, no less than 30 days prior to the relocation, must deliver notice to each affected utility of the time in which all relocations are to be completed.

1.05 COORDINATION WITH OTHER CONTRACTORS

A. Teton County’s Path 22 West Bridge project has been constructed over the Snake River. Pathway construction of this project will be installed up to the completed bridge and utilize rough graded embankment constructed by the Path 22 West Bridge project contractor. The bridge shall not be used by the Contractor for construction access and Construction equipment and vehicles are not permitted to cross the bridge.
B. A portion of this project (Sta 0+00 to Sta 12+40 +/-) has been partially constructed by Teton County under a separate contract. Crushed Base, Pavement and Landscaping are scheduled for completion (by others) within this station range by June 15, 2015. Only Signage and striping are required under this contract within this station range and therefore, minimal, if any conflicts are anticipated.

C. A portion of this project (Sta 12+70 +/- to Sta 26+15 +/-) has been constructed by Rendezvous Lands Conservancy, Inc. Signage and striping required under this contract within this station range shall be coordinated by the Contractor with Rendezvous Lands Conservancy, Inc. (Contact Chris Mommsen 307-690-5316)

D. The Army Corps of Engineer’s may, from time to time, have contractors hauling rock or performing miscellaneous maintenance on the Snake River Levees.

E. It will be the Contractor’s responsibility to coordinate activities on the Path 22 Middle Connector Project with these other projects so as to reduce to a minimum any conflict between the projects and to minimize any impacts on the project timeline.

1.06 ENVIRONMENTAL CONDITIONS

A. Hours of Operation: Contractor shall conduct all construction activities between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except for emergencies. No work, except for emergencies and only with express prior approval from Owner, will be allowed on Sundays and legal holidays.

B. Contractor shall make every effort to minimize noises caused by Contractor’s operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise, if possible. Contractor shall not permit the use of loud, abusive, obnoxious, or profane language by employees or by the employees of subcontractors. Contractor shall observe local ordinances regarding noise standards.

C. Contractor shall minimize the introduction of noxious fumes into the air. Motor equipment shall be kept in repair and equipped with anti-pollution devices. Contractor shall take active measures to control dust and airborne debris resulting from construction operations. Burning as a method of cleaning or disposal will not be permitted.

D. Contractor shall be responsible for dust control, if deemed necessary by Owner and Engineer, and shall provide all equipment and personnel necessary to meet the requirements of this responsibility. Contractor shall provide Engineer with the name(s) and telephone number(s) of the person(s) designated to maintain dust control during evenings and weekends. If this person cannot be contacted, Owner may use its equipment to correct a dust problem. In this event, Contractor shall pay all costs incurred by Owner.
E. Contractor shall conduct construction operations to minimize damage to natural watercourses, and shall not permit petroleum products, volatile fluids wastes, or any other wastes, or excessive amounts of silt, clay, or mud to enter any drainage system. The bed of natural watercourses shall be restored to normal gradient and cross-section after being disturbed.

F. Contractor shall carry out construction on the project in conformance with the State of Wyoming General Permit for Storm Water Discharges Associated with Construction Activities.

G. Contractor shall not dispose of debris or refuse (construction-related or otherwise) at the work site, in an open dump, or in a natural watercourse, whether on public or private property, or in such places that undesirable wastes can eventually be exposed or carried to a natural watercourse. Such wastes shall be disposed of appropriately (at a public solid waste facility or transfer station) either through efforts of Contractor or an appropriate waste-hauling entity engaged by Contractor.

H. Contractor shall remove all materials, tools, equipment, and construction debris from the site immediately after completion of the work task.

I. Contractor shall restrict construction operations as nearly as possible to the immediate site. Unnecessary cutting of vegetation adjacent to the site is prohibited. Every effort shall be made to minimize erosion during and after construction and the site shall be returned to its original condition, except where improvements are indicated or required.

J. All personnel working within state highway right-of-ways must wear high visibility safety apparel meeting Performance Class 2 Specifications of the current ANSI/ISEA 107 Standard.

SECTION 01340 SUBMITTALS

Add the following:

Submittals submitted in hard copy for shop drawings, product data, warranties, and project close-out shall be submitted in quintuplicate (five copies), one for Owner, two for Engineer, and two to be returned to Contractor. However, where appropriate, if submitted in electronic media format via e-mail, only a single copy is required to be submitted.

Submittals shall be required for, but not be limited to, the following:
1. Temporary Traffic Control
2. Sediment Logs
3. Silt Fence
4. WYDOT Grading W Crushed Base including soil samples
5. Hot Plant Mix Asphalt Mix Designs and aggregates
6. Culverts and Flared Ends
7. Concrete Mix Design
8. All materials to be furnished under the Highway 22 Underpass Bid Item
9. All materials to be furnished under the Highway 22 Underpass Drain System Bid Item
10. All materials to be furnished under the Highway 22 Underpass Electrical and Lighting Bid Item
11. All materials to be furnished under the Soldier Pile Retaining Wall Bid Item
12. All materials to be furnished under the Signs Bid Item
13. All materials to be furnished under the Pavement Markings Bid Item
14. Separation and Stabilization Geotextile
15. All materials to be furnished under the Gabions Bid Item
16. All materials to be furnished under the various guardrail and end terminal Bid Items
17. All materials to be furnished under the various Fence Bid Items

SECTION 02075 DEMOLITION OF ASPHALT AND PORTLAND CEMENT CONCRETE

Replace Part 4 with the following:

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01.A. Measurement of Stripping of Existing Asphalt Surfacing will be made on a square yard basis of existing pavement stripped.

4.02.A. Payment for Stripping of Existing Asphalt Surfacing will be made at the contract unit price per square yard of removed material; said price being full compensation for cutting, stripping and haul, and disposal. Note that asphalt removed for the installation of the Highway Underpass shall NOT be paid for under this work item. Payment for removal and disposal of asphalt associated with construction of the Highway Underpass shall be paid for under Section 02780.

SECTION 02110 CLEARING AND GRUBBING

Replace Part 4 with the following:

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Measurement and payment will be made for work under this section as specified under Section 02005 Force Account.
SECTION 02150    SHORING AND UNDERPINNING

*Add the following:*

1. Shoring, if proposed by the Contractor for installation of the Highway 22 Underpass, shall be designed by a professional engineer licensed in the state of Wyoming. Shoring design shall be suitable to support the retained soils and highway traffic loading. Provide a submittal of shoring plans for review.

SECTION 02190    AGGREGATES

*Add the following:*

1. Aggregate for Wire Enclosed Rip Rap (Gabions) shall be round or smooth “river rock” stones which:
   1. At least 95% are retained on a screen with 3-inch square openings.
   2. No more than 5% are retained on a screen with 6 ½-inch square openings; and
   3. 100% pass through a screen with 8-inch square openings.

SECTION 02210    EXCAVATION AND EMBANKMENT

*Add the following to PART 1 GENERAL:*

1.01.B. Removing and stockpiling topsoil prior to grading operations shall be classified as “Unclassified Excavation”. Spreading topsoil is covered under Section 02280, Topsoil.

*Replace Subsection 2.02 with the following:*

IMPORTED BORROW EXCAVATION is a pit-run, granular material (USCS Classification GW or GP) with 6-inch maximum particle size with no more than 10% larger than 4 inches, no more than 60% greater than 2 inches, and less than 5% fines passing the #200 sieve.

Imported Borrow Excavation (Owner Furnished) will be material obtained from the Rendezvous Park Project. The Imported Borrow Excavation source is a stockpile of material obtained from Rendezvous Park accessed from Highway 390.

Imported Borrow Excavation (Contractor Furnished) will be furnished from a commercial or other approved source.

Provide Equipment necessary to haul, place and compact Imported Borrow Excavation (Owner Furnished). Imported Borrow obtained from Rendezvous Park will be loaded with loading equipment with a loader scale. Loader scales shall be initially calibrated by comparing the scaled weight of a loaded truck against the loader scale weight tickets. Three trucks shall be loaded and weighed at an
ENGINEER approved scale (such as at Evan’s Constructions yard) for the purposes of determining a scale factor to be applied to the loader scale measurements. The weight of the three loads versus the loader scale shall be averaged to determine the scale factor to be utilized. Calibration and determination of a scale factor shall occur weekly on the first day of the week that hauling of material occurs. The scale factor determined shall be used for material hauled until the calibration is again executed. Imported Borrow Excavation (Contractor Furnished) shall be weighed at the source on an approved calibrated scale.

For Imported Borrow Excavation (Owner Furnished) provide a minimum of one week advance notice to Rendezvous Lands of the need to obtain material. Load the haul trucks upon arrival and weigh the material for royalty payment by Owner. Furnish a copy of all weigh tickets to Engineer. Rendezvous Land’s pit will be open 8:00 a.m. to 5:00 p.m. Monday through Friday. The pit may be open on Saturday with notification by 5:00 p.m. on Thursday and agreement by Rendezvous Lands to do so.

Imported Borrow Excavation, either Owner furnished or contractor furnished, shall be loaded, hauled and placed directly into its final location or stockpiled at the discretion of the Contractor. No additional measurement or payment will be made for repeat handling.

Add Subsection 3.01.G as follows:

3.01.G Loess soils extant in the excavations will exhibit undesirable engineering properties when wetted. Every Effort shall be made by the Contractor to ensure that minimize moisture from rainfall and groundwater does not infiltrating fill subgrades, structure bearing soils, and pathway subgrade soils during construction. Measures may include tarp placement and tenting. Grading during construction shall be provided to drain storm water from the exposed excavations during precipitation and snowmelt events. In case of rain or snow, excavation work shall stop and exposed soils shall be covered to prevent moisture infiltration. If moisture has been allowed to infiltrate the subgrade and bearing soils in any fashion, filling and excavation operations should not resume until the Engineer approves the moisture and density conditions of the subgrade soils.

Revise part of Subsection 3.02.A as follows:

3.02.A The Contractor shall provide watering and rolling as required to obtain a density of 90% of the maximum dry density for all the unclassified excavation embankment placed….

Add Subsection 3.02.C as follows:

3.02.C Imported Borrow Excavation shall be placed in layers of not more than 8 inches in thickness. Each layer of structural fill should be moisture conditioned to within 2%
of optimum moisture content and compacted to a minimum density of 95% of the maximum dry density as determined by ASTM Designation D 698. The maximum density of material containing more than 30% oversize (greater than ¾" diameter) cannot be determined by use of the ASTM Designation D 698. In this case, a field maximum density may be determined by a test strip method. The material shall be compacted at or near optimum moisture content and a field density test shall be taken after each pass of the compaction equipment. This sequence shall continue until the maximum field density is achieved. This maximum field density shall be used for subsequent field compaction tests. Density tests will be taken to monitor proper compaction.

*Add the following to PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT:*

4.01.B. Unclassified Excavation above Subgrade will be measured on a VOLUMETRIC BASIS. This item shall be measured by the number of cubic yards, measured in its original position and final position including as these lines and grades may be modified in the field by the ENGINEER during construction, with measurement to be made by the method of average end area of material acceptably excavated as herein specified. For the purposes of computing average end area volumes, the ENGINEER will cross section the original ground and the areas stripped to subgrade and will also separately cross section embankments constructed from excavated material prior to placement of Imported Borrow Excavation.

*Replace 4.01.E.with the following:*

Imported Borrow Excavation, either Owner furnished or Contractor furnished, will be measured and paid by the ton. The CONTRACTOR shall provide loader scale tickets or scale tickets to the ENGINEER upon placement of the material.

Imported Borrow Excavation, either Owner furnished or Contractor furnished, will be paid by the Ton measured to the nearest 0.1 Ton.

**SECTION 02231 AGGREGATE SUBBASE AND BASE COURSE**

*Add the following:*

**MATERIALS:** Crushed Base, either Owner furnished or Contractor furnished, shall meet the gradation requirements for Grading W or Grading H of the Wyoming Public Works Standard Specifications.

Pit Run Sub-base, either Owner furnished or Contractor furnished is specified as Imported Borrow Excavation under Section 02210.

Crushed Base (Owner Furnished) will be material obtained from the Rendezvous Park Project accessed from Highway 390.
Crushed Base (Contractor Furnished) will be material provided from a Contractor source.

“WYDOT Grading W Crushed Base” will be provided from a commercial source and meet the Gradation and Properties Specified in Section 803 of the Wyoming Standard Specifications for Road and Bridge Construction, 2010 Edition for Grading W.

EQUIPMENT:  Provide Equipment necessary to haul, place and compact Crushed Base (Owner Furnished).  Crushed Base obtained from Rendezvous Park will be loaded with equipment with a loader scale.  Loader scale shall be initially calibrated by comparing the scaled weight of a loaded truck against the loader scale weight tickets.  Three trucks shall be loaded and weighed at an ENGINEER approved scale (such as at Evan’s Constructions yard) for the purposes of determining a scale factor to be applied to the loader scale measurements.  The weight of the three loads versus the loader scale shall be averaged to determine the scale factor to be utilized.  Calibration and determination of a scale factor shall occur weekly on the first day of the week that hauling of material occurs.  The scale factor determined shall be used for material hauled until the calibration is again executed. Crushed Base (Contractor Furnished) shall be weighed at the source on an approved calibrated scale.

CONSTRUCTION:  For Crushed Base (Owner Furnished) provide a minimum of one week advance notice to Rendezvous Lands of the need to obtain material.  Load the haul trucks upon arrival and weigh the material for royalty payment by Owner.  Rendezvous Land’s pit will be open 8:00 a.m. to 5:00 p.m. Monday through Friday.  The pit may be open on Saturday with notification by 5:00 p.m. on Thursday and agreement by Rendezvous Lands to do so.

Crushed Base, either Owner furnished or Contractor furnished, shall be hauled and placed directly into its final location or stockpiled at the discretion of the Contractor.  No additional measurement or payment will be made for repeat handling.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT: The accepted quantity of Crushed Base, either Owner furnished or Contractor furnished, will be measured by the ton at the borrow source.

The CONTRACTOR shall provide loader scale or scale tickets to the ENGINEER upon placement of the material.

Pit Run Sub-base shall be measured and paid under the Imported Borrow Excavation Pay Item as specified under Section 2110.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit</th>
<th>Measured To the Nearest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crushed Base (Owner Furnished)</td>
<td>TON</td>
<td>0.05 TON</td>
</tr>
<tr>
<td>Crushed Base (Contractor Furnished)</td>
<td>TON</td>
<td>0.05 TON</td>
</tr>
<tr>
<td>WYDOT Grading W Crushed Base (Contractor Furnished)</td>
<td>TON</td>
<td>0.05 TON</td>
</tr>
</tbody>
</table>
SECTION 02280  TOPSOIL

Add the following:

3.03.D. Once applied, topsoil shall be left in a roughened state. The topsoil should be imprinted with shallow grooves and ridges to create minor topographic ridges and valleys perpendicular to the slope direction. Lightweight tracked equipment should be used to provide this result.

Replace Part 4 with the following:

PART 4  METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01.A. Topsoil will be measured on a Area BASIS in Square Yards (SY). This item shall be measured by the number of square yards of topsoil placed to a minimum depth of 4 inches, measured in final position including the areas that may be modified in the field by the ENGINEER during construction, with measurement to be made by survey method of the area of material acceptably covered as herein specified.

Replace 4.02. with the following:

Topsoil will be paid by the Square Yard (SY) measured to the nearest square yard.

SECTION 02512  PLANT MIX PAVEMENTS

The following is added to supplement 2.01.A:

A. Plant mix pavements shall meet the requirements of Section 02512 - Plant Mix Pavements, special provisions amending.

B. Pavement used for pathway surfacing shall meet the following requirements (Pathway Mix):

1) The job mix formula for the bituminous pavement mixture shall meet the following test criteria:

- Marshall Stability (pounds)  2000 minimum
- Marshall Flow (0.01 in.)  8 to 16
- Air Voids: Surface Course  3 to 5%
- Air Voids: Base Course  3 to 8%
- Voids in Mineral Aggregate  13.0-16.0%

2) The percentage of bituminous material to be added to the job mix formula shall be 4.5 to 7.5%, weight of total mixture.

3) Bituminous material shall be PG58-28.

4) Aggregate for the plant mix bituminous pavement shall conform to the grading in Section 02190, 2.07.D, for 1/2" maximum.

5) Bituminous material used for tack coat shall be SS-1.
C. Plant Mix Pavements used for Highway Widening, the Emily’s Pond approach, and for re-surfacing at the Highway 22 Underpass shall meet the following requirements (WYDOT Mix):

- a. The job mix formula for the bituminous pavement mixture shall meet the following test criteria:
  - Marshall Stability (pounds)  3300 lbf minimum
  - Marshall Flow (0.01 in.)  10 to 16
  - Air Voids: Surface Course 4 to 5%
  - Voids in Mineral Aggregate 13.0-16.0%

- b. The percentage of bituminous material to be added to the job mix formula shall be 5 to 6%, weight of total mixture.

- c. Bituminous material shall be PG64-28.

- d. Provide 1% lime to the asphalt mix design in accordance with WSSRBC Section 820.

- e. Aggregate for the plant mix bituminous pavement shall conform to the grading in Section 803.5.5, for 1/2" maximum.

- f. Bituminous material used for tack coat shall be SS-1.

*Add the following to Part 4:*

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit</th>
<th>Measured To the Nearest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Mix Bituminous Pavement – Pathway Mix</td>
<td>TON</td>
<td>0.1 TON</td>
</tr>
<tr>
<td>Plant Mix Bituminous Pavement – WYDOT Mix</td>
<td>TON</td>
<td>0.1 TON</td>
</tr>
</tbody>
</table>

*NOTE: Payment for Plant Mix Bituminous Pavement – WYDOT Mix installed at the Highway Underpass shall not be paid for under this item. Full payment for Plant Mix Pavement at this location will be paid for under Section 02780.*

**SECTION 02725 STORM DRAINS AND CULVERTS**

*Add the following Section:*

1.04. SUBMITTALS

- a. Submit product data for products furnished under this section in accordance with Section 01340.

*Add the following to Section 2.01:*

- a. Culvert piping shall be galvanized, Gage 16, corrugated steel pipe with 2 2/3 x ½ inch corrugations. End finishes for culvert piping shall be galvanized steel flared end sections with a reinforced edge for round pipe. End finishes shall be connected to
annular end of culvert pipe with flat strap connector and bolt strap, or threaded rod and rod holder furnished by the culvert pipe supplier.

And:

M. DRAIN PIPE

1. PVC Drain Pipe shall be produced by a continuous extrusion process, employing a prime grade of non-plasticized polyvinyl chloride. The grade used shall be highly resistant to hydrogen sulfide, sulfuric acid, gasoline, oil, detergents and other chemicals commonly found in sewage and industrial wastes. The material shall conform to the requirements of ASTM D-1784, "Rigid Polyvinyl Chloride Compounds". The pipe shall have self-extinguishing flammability characteristics.

2. PVC pipe and fittings shall conform to ASTM D-3034, "Standard Specification for Polyvinyl Chloride Sewer Pipe and Fittings". Pipe shall have a minimum Standard Dimension Ratio (SDR) of 35. Each length of pipe shall be marked with size, SDR, "Sewer Pipe" and Code Number.

   a. Pipe Jointing

      i. Each length of pipe shall be provided with a bell designed so that a watertight joint will be obtained when jointing the bell and spigot with a rubber ring.

      ii. The rubber gasket joint for PVC pipe and fittings shall consist of a rubber gasket, which is compressed between the outer surface of the spigot and the inner surface of a retaining groove in the bell. The joint shall be completely sealed by the gasket so that the assembly will remain watertight under all conditions of service, including movements resulting from expansion, contraction, settlement and deformation of the pipe. The rubber ring joint assembly shall be made in strict accordance with the manufacturer's recommendations.

      iii. Wye fittings shall be utilized for connecting lateral drain lines to storm sewer mains. Fittings shall be of the same material specification as the main sewer pipe. All sewer service piping and fittings shall be ASTM 3034, SDR35 PVC with rubber-gasket joints.

3. Perforated pipe shall have 2 rows of holes, 120 degrees apart, parallel to the axis of the pipe. Holes shall be $\frac{1}{2}$” diameter and be on 5 inch center.

Add the following to Part 4:
4.01 METHOD OF MEASUREMENT

A. Storm Drain Pipe and Catch Basins shall not be measured separately for payment and shall be included in the Highway 22 Underpass Drain System Pay Item per Section 02780.

B. Culverts – Culverts shall be measured by the linear foot for each culvert diameter specified. Measurement will include the length of the flared end section.

C. Flared Ends – Flared Ends shall be paid on an each basis for each diameter installed.

4.02 BASIS OF PAYMENT

A. Culverts – Payment shall constitute full compensation for all culvert, materials, excavation, backfill, coupling bands, equipment, tools, and labor for all work and incidentals necessary to complete this item.

B. Flared Ends – Payment shall constitute full compensation for the flared end, coupling material, excavation, backfill, equipment, tools, and labor for all work and incidentals necessary to complete this item.

SECTION 02776 CONCRETE SIDEWALKS, DRIVEWAY APPROACHES, CURB TURN FILLETS, VALLEY GUTTERS, AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION

Add the following to Section 2.01:

D. Concrete shall be Class 4000.

Edit Section 3.01.A and 3.01.B to include:

1. Concrete Pathways, concrete slabs.

Edit Section 3.2 as follows:

Concrete flatwork shall be finished as follows: Formed surfaces shall have an as-cast finish. Provide a light broom finish or where indicated in the Drawings provide an exposed aggregate finish in accordance with Subsection 3.03 of Section 03345 CONCRETE FINISHING.

Exposed Aggregate finish shall match the exposed aggregate surface that exists on the slabs adjacent to the pathway bridge.

Edit Section 3.08 as follows:

A. Preformed Expansion Joints shall be installed at the locations shown on the Drawings. Contraction joints shall be provided between expansion joints at the intervals shown on the Drawings. Where concrete flatwork is placed adjacent to
existing concrete flatwork joint spacing shall match existing or joints shall be placed as directed by the Engineer.

B. Contraction joints shall be saw cut joints approximately 1/8 inch in width and 1/3 the depth of the slab. Towed joints will not be allowed.

Add the following to Part 4:

4.01 METHOD OF MEASUREMENT

A. Concrete Flatwork – Concrete Flatwork includes concrete pathways and concrete slabs and the item shall be measured by the square foot of concrete placed and accepted.

4.02 BASIS OF PAYMENT

A. Concrete Flatwork – Payment shall constitute full compensation for all materials, excavation, backfill, forming, placing, curing, and finishing of concrete, joint material, welded wire mesh, rebar, equipment, tools, and labor for all work and incidentals necessary to complete this item.

Pay Item | Unit | Measured To the Nearest
--- | --- | ---
Concrete Flatwork – Broom Finish | SF | 0.5 SF
Concrete Flatwork – Exposed Aggregate Finish | SF | 0.5 SF

SECTION 02805 RELOCATE STREET SIGNS, UTILITY POLES, AND MAILBOXES

3.01 CONSTRUCTION METHODS

Delete paragraph 3.01.F.6 and insert the following language:

F.6. All stop, traffic direction, street signs or control signs and mailboxes shall be reinstalled in the permanent location shown on the plans or designated by the ENGINEER as soon as possible. CONTRACTOR shall provide temporary signs as required until the permanent signs are re-installed. Signs that have been damaged after removal shall be replaced with new signs at no additional expense to the OWNER.

Add the following paragraphs to 3.01:

J. Reset Sign Posts and sign panels as specified. Provide additional mounting hardware to reset sign panels on new or existing posts at no additional cost to the Owner. Replace removed posts that are too short to be reset.

K. Backfill holes left by sign removal with approved material in layers 6 inches thick. Compact each layer to at least the density of the adjacent material. Remove existing
concrete foundations to at least 6 inches below the ground surface, but remove completely when installation new foundation at the same location.

Replace Part 4 with the following:

4.01 METHOD OF MEASUREMENT

A. Relocate Signs and Mailbox – Relocating Signs and mailboxes will be measured by numerical count each for each combination of sign or mailbox and post installed and accepted.

4.02 BASIS OF PAYMENT

A. Payment for “Relocate Signs/Mailbox” removing and resetting signs and mailboxes shall be at the Contract Unit Price bid for each sign/mailbox sign or mailbox removed, reset installed and accepted. Payment shall be considered full compensation for furnishing all materials, equipment and labor to excavate and backfill, form, place concrete, and set posts bases, posts and sign/mailbox and hardware per this specification and the Drawings.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit</th>
<th>Measured To the Nearest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relocate Signs/Mailbox</td>
<td>EA</td>
<td>1</td>
</tr>
<tr>
<td>Remove and Reset Mailbox</td>
<td>EA</td>
<td>1</td>
</tr>
<tr>
<td>Remove and Reset Sign</td>
<td>EA</td>
<td>1</td>
</tr>
</tbody>
</table>

SECTION 02900 LANDSCAPING

1.01 SUMMARY

Add the following language:

E. Prevention of the establishment of weeds in disturbed areas.

1.03 QUALITY ASSURANCE

Add the following language:

A. Provide seed mixture in containers labeled with the percentage of seed type, year of production, net weight, date of packaging, and seed source.

Add the following language:
1.06 DEFINITIONS


Delete Part 2 PRODUCTS, and insert the following language:

2.01 MATERIALS

A. Seed Mixes: Seed mixes shall be as specified on the Drawings except that seed mix for use in the WYDOT right of way is as follows:

<table>
<thead>
<tr>
<th>Seed Mix</th>
<th>Seed Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sodar Streambank Wheatgrass</td>
<td>6 lbs pure live seed per acre</td>
</tr>
<tr>
<td>Critana Thickspike Wheatgrass</td>
<td>5 lbs pure live seed per acre</td>
</tr>
<tr>
<td>Secar Bluebunch Wheatgrass</td>
<td>3 lbs pure live seed per acre</td>
</tr>
<tr>
<td>Pryor Slender Wheatgrass</td>
<td>2 lbs pure live seed per acre</td>
</tr>
<tr>
<td>Covar Sheep Fescue</td>
<td>1 lbs pure live seed per acre</td>
</tr>
<tr>
<td></td>
<td>17 lbs pure live seed per acre</td>
</tr>
<tr>
<td>Fertilizer</td>
<td>30 lbs available nitrogen per acre</td>
</tr>
<tr>
<td>Dry Mulch (straw grass or hay)</td>
<td>1.5 tons per acre</td>
</tr>
</tbody>
</table>

B. Mulch: Mulch shall be comprised of wood fiber or a blend of wood fiber/straw or wood fiber/recycled paper. Application Rate shall be approximately 3000 lbs per acre. Slopes 2:1 (H:V) and steeper shall receive a Stabilized Mulch Matricies (SMM) comprised of mulch and copolymer/tackifier, expect for specific areas indicated on the Drawings which shall receive Erosion Control Blanket.

C. All hydraulically applied products shall be degradable and shall be free of chemical printing ink, germination inhibitors, herbicide residue, chlorine bleach, rock, metal, plastic, or other materials detrimental to plant life. All dyes shall be non-toxic to plants, animals, and aquatic life and shall not stain concrete, or painted surfaces.

D. Erosion Control Blanket: Erosion control blanket shall be a matting composed of a plain, uniform, open weave of new unbleached single strand jute yarn. Ensure the yarn is of loosely twisted construction and does not vary in thickness by more than one-half its normal diameter. Ensure minimum of 78 yarn counts per width (warp) and a minimum of 42 yarn counts per linear yard (weft) in accordance with ASTM D-3775. Ensure weight of the matting is 0.92 lbs/sqyd. U-Pin staples shall be as specified in Section 800 of the WYDOT Specifications.


Replace Part 3 with the following:

3.01 INSTALLATION

A. Seeding shall be completed on all disturbed areas and areas receiving topsoil at the locations indicated on the Drawings and in accordance with the notes indicated on Drawings.

B. Apply seed mixes hydraulically in a slurry with a minimum amount of 500 lbs per acre of hydraulic mulch. Hydroseeding shall be accomplished using a multi-step process and shall not be applied with a large quantity of mulch on the first pass.

a. Seed should be added to the slurry immediately before the application and shall be mixed in the slurry for no more than 10 minutes to ensure maximum germination rates. The amount of mulch is minimized in the seeding phase to ensure maximum seed-to-soil contact. The hydraulic slurry shall be applied at a rate that covers a minimum of 85% of the soil surface.

b. After application of seed during the seeding phase, lightly hand rake seed to incorporate the slurry into the top inch of the topsoil.

c. The site shall be seeded in the fall prior to the onset of winter, or spring prior to May 15. Seed shall not be applied to snow covered ground.

d. On Slopes between 3:1 and 2:1: steeper, mulch shall be applied hydraulically on top of the hydroteed slurry to enhance seedling establishment and to provide temporary erosion control.

e. On slopes flatter than 3:1, long strand mulch such as wood strands, straw, or wood chips shall be applied over the hydroteed slurry or mulch may be hydraulically applied. If straw is used, it shall be “weed free” straw derived from wheat, rice, barley, or native grasses. The depth/thickness of the mulch layer shall be about one (1) inch. Approximately 15% to 20% of the soil surface (hydroteed dye) should be visible through the mulch after application. If straw is utilized, the straw mulch shall be mechanically crimped, rolled, or punched into the soil to anchor the straw in place and prevent displacement by wind.

Replace Part 4 with the following:

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Landscaping shall not be measured for payment but shall be paid Lump Sum. Lump Sum payment shall constitute full compensation for weed management, tillage and decompaction, seedbed preparation, fertilizing, seeding, mulching, tackfier, and all materials, equipment, tools, and labor for all work and incidentals necessary to complete this item.

Landscaping at Mitigation Site shall not be measured for payment but shall be paid Lump Sum. Lump Sum payment shall constitute full compensation for furnishing and installing all plant and seed materials, guying systems, mesh fencing and all materials, equipment, tools, and labor for all work and incidentals necessary to complete this item as required per Drawing L1.0.
Mitigation Irrigation System shall be paid under Force Account as specified under section 02005.

Placing and spreading topsoil is specified and shall be measured and paid in accordance with Section 02280, TOPSOIL.

Erosion Control Blanket shall be measured and paid for by the Square Yard. Only the area covered shall be measured and be the basis for the payment.

SECTION 03200 CONCRETE REINFORCEMENT

Replace Part 4 with the following:

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No separate measurement or payment will be made for items under this section. Full compensation shall be considered as included in the prices paid for Concrete Flatwork.

END SPECIAL PROVISIONS TO THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, 2001 EDITION

SPECIAL PROVISIONS TO THE WYOMING STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2010 EDITION FOLLOW

In addition to all WYDOT published amendments, these Special Provisions amend, supplement, clarify, and where in conflict with, supersede the following Wyoming Standard Specifications for Road and Bridge Construction, 2010 Edition.

SECTION 215 STORMWATER POLLUTION PREVENTION

Add the following:

Stormwater Control will be Contractor Stormwater Control

Reference to Contract Amendment shall be revised to reference an approved Change Order.

Add the following to METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

The Engineer will measure and payment will be for only those items included in the Bid Schedule. Contractor Stormwater Control will not be measured for payment and will be paid on Lump Sum basis.

SECTION 216 SEEDING, FERTILIZER AND SODDING
Seeding, Fertilizer and Sodding is specified under Section 2900 Landscaping. This section is included to specify the installation of Erosion Control Blankets.

Replace Section 216.5 with the following:

216.5 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No separate measurement or payment will be made for work performed under this specification.

SECTION 502 PRECAST CONCRETE

Add the following:

All WSSRBC subsections referenced in this section shall be included by reference.

References to State Bridge Engineer shall be revised to mean Engineer.

References to the department shall be revised to mean Owner.

Add the following TO 502.1:

This section also describes the requirements for Precast Box Culvert Wingwalls.

Add the following to Section 502.2:

502.2 MATERIALS

JOINTS

Use tongue and groove joints with a bituminous mastic joint sealant that meets the requirements of ASTM C 990.

Use a mastic joint sealant with a minimum cross-sectional area of 1 to 1 ½ square inches.

Use ASTM C 877 joint wrap.

LIFTING DEVICES

Provide the number and type of lifting devices required to support the vertical and horizontal forces

Use at least four lifting devices.

Use a minimum safety factor of 4:1 for lifting inserts used in handling and erection of precast concrete box culverts.

Attach to lifting inserts according to manufactures recommendations.
Use a maximum diameter of (3) inches when lifting holes are used. Locate holes to avoid interference with the reinforcing steel.

*Add the following to Section 502.4.2*

**502.4.2 SHOP DRAWINGS**

Provide detailed plans including culvert size and wall widths, line layout, joint details, lifting devices, weld plates, and pulling inserts.

Provide Structural calculations for the precast elements.

Provide the seal of a Professional Engineer (PE) licensed in the State of Wyoming on drawings and supporting engineering calculations.

*Add the following to Section 502.4.3.3 DESIGN OF PRECAST BOX CULVERTS*

Design Parameters shall be as follows:
- Design for HL-93 Loading.
- Cover Soil Unit Weight=135 lbs/cubic foot (pcf).
- Depth of Overburden - Per plans.
- Bearing capacity, settlement, and earth pressure recommendations and other geotechnical related design parameters as given in the Geotechnical Report.

*Add the following to Subsection 502.4.19:*

**BEDDING AND BACKFILL**

A. Over-excavate the material under the box and wingwall location in compliance with the project specifications to a minimum depth of 6 inches.
   1. Where unstable or soft material is encountered below the plan foundation, it should be removed to the depth and width directed by the Engineer and replaced.
   2. Rock/boulders encountered at the bedding level (within six inches from the bottom of the box) must be removed and replaced.
   3. Replace over-excavated material with crushed base granular backfill borrow or free draining granular material.
   4. Provide bedding of 6 inches crushed base as shown on the Drawings

B. Level and compact bedding material to provide uniform support of the structure along its entire supported width and length. Verify alignment and grade requirement with a laser instrument set on a solid surface outside of the box. Check alignment of each section that is set. Check final grade of bedding to meet the grade required in the plans. The grade shall be checked every two feet along the longitudinal alignment of the box culvert, in two foot increments to either side of the center line extending one foot wider than the outside wall of the box culvert (i.e., a two foot square grid over the entire bedding). Use a large landscaping rake or board to check the grade in between the survey points.
C. A leveling course no greater than 2 inches in depth may be proposed to the Engineer, if needed, in addition to the bedding material.
   1. Excavate the area to the appropriate depth to accommodate the backfill and leveling course.
   2. The leveling course will have a maximum particle size of 3/8 inch.
   3. If the bedding material has voids after compaction, then a filter fabric will be required to separate the leveling course from the bedding material.

D. Backfill structure as shown in the plans. Backfill in uniform lifts on each side of the structure. Do not disturb the alignment of the boxes.

INSTALLATION

A. Inspect precast elements for defects before lowering into trench.

B. Repair or replace any defective, damaged or unsound precast elements.

C. Use a trench width adequate to place and compact bedding material.

D. Adjust the lifting cables so that the precast element hangs to meet the specific slope of the channel where longitudinal slope is encountered.

E. Lay precast elements starting at the downstream end and working upstream. Place the bell (groove) of the box upstream.

F. Carefully lower precast elements into the trench with suitable equipment to prevent damage.

G. Remove all dirt and foreign material from joints. Prevent dirt and material from re-entering joints.

H. For box culverts, a small transverse trench (shovel width wide x at least 3 inches deep x the width of the box culvert) should be formed at the end of the last installed box culvert section to allow material to fall into when the next box section is pulled into place.

I. Ensure first box sections are aligned correctly both horizontally and vertically as they will determine the line and grade of the following boxes. Do not attempt to force box culverts to grade.

J. Apply joint sealant furnished by manufacturer.
   1. Place the joint material on the bottom of the bell (groove) of the box last placed. Place this material against the shoulder of the bell.
   2. Place the balance of the joint material on top of the tongue (spigot) and
down the sides of the tongue (spigot) of the box to be set. Place the joint material about 1 inch from the leading edge of the tongue (spigot).

3. Place the joint material so that there are no voids and so that the joint material from the bell overlaps the joint material on the spigot. This overlap shall be at least ½ inch but no more than 1 inch.

4. Use a winter grade joint material when constructing in temperatures less than 50 degrees.

K. Disassemble joint, check position of joint sealant, reapply new joint sealant if necessary, repair alignment, and re-install when adjoining elements cannot be pulled together to meet minimum joint requirements.

L. Adjacent box should be lowered in such a way that the spigot end of the installed box slips in line with the bell end of the receiving section. Even though the box is in the right position the weight of the section should be maintained by the lifting device.

M. Two pulling inserts are installed in each box culvert section. Use the pulling inserts to attach chains and come-along devices from the previously set box culvert to the next box culvert. Use chains and come along devices to pull the box culvert home evenly to the tolerances shown above.

N. Pull sections home to ½ inch joint gap spacing (measured face to face of adjoining concrete surfaces), with the joint gap being uniform on all sides of the box culvert. Do not use construction equipment for the purpose of pushing boxes into place.

O. Keep the majority of the box weight on the lifting devices and gradually pull the box home until it meets the required joint gap spacing. Gradually, let the box down on the bedding. If the joint gap is not within the specification, the box should be lifted slightly and pulled to within specification.

P. Check the lay length of each section where necessary to make sure that cut-off walls, head walls, special precast sections, etc. are properly placed. Different joint gaps than the project line lay out can cause the project length to increase/decrease. The contractor shall monitor the length and alignment of the constructed box so that the finished box culvert does not vary from the project alignment and length.

Q. Do not disturb previously completed joints during laying operation. After the initial two box culvert sections are set, the come-along device, must remain in place over (3) box culvert sections or span at least (3) box culvert sections while progressing along the alignment. Recheck previously completed sections to make sure they are not pulled apart after they have been set.

R. Alternatives for pulling box culvert sections together must be approved by the Engineer.
S. Do not lay precast elements when water is in the trench.

*Add the following to Section 502.4.21*

502.4.21 Rejection of Precast Members

After installation of all box culvert sections the following may be cause for rejection if upon visual inspection any of the below items are present;

1. Excessive cracking or large cracking
2. Joints improperly sealed
3. Inverts are not smooth and has excessive sags or high points
4. Connections are improperly made

*Replace Section 502.5 with the following:*

502.5 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No separate measurement or payment will be made for items under this section. Full compensation shall be considered as included in the price paid for Highway 390 Underpass, specified under Section 02780.

*SECTION 504 BEARING PILES AND SHEET PILING*

*Add the following:*

All WSSRBC subsections referenced in this section shall be included by reference.

References to Geology Program or State Bridge Engineer shall be revised to mean Engineer.

References to the department shall be revised to mean Owner.

*Replace Section 504.3.1.1 with the following:*

Prior to mobilizing pile driving equipment, the Contractor shall submit a pile drivability wave equation analysis of the proposed hammer and driving system to the Engineer. The Contractor’s wave equation analysis shall be performed by an experienced engineering consultant. Approval of proposed pile driving equipment is contingent on review of the methods and input parameters used in the wave equation analysis by the Engineer. Pile stresses shall not exceed 90% of yield strength per the drivability analysis.

Within 14 calendar days of submitting the wave equation analysis the Engineer will submit to the contractor a notice of approval to continue OR notification of inadequate equipment.

*Add the following to Subsection 504.4.4 BEARING VALUE AND PENETRATION*
2.1 Dynamic Load Tests are not required.

Add the following to Subsection 504.4.7 PAINTING:

Paint color shall be either brown or hunter green in color, at the selection of the Owner. Submit color samples for selection and approval.

Replace Section 504.5 with the following:

504.5 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No separate measurement or payment will be made for items under this section. Full compensation shall be considered as included in the price paid for Soldier Pile Retaining Wall, specified under Section 02790.

SECTION 511 RIPRAPP AND GABION EROSION PROTECTION

Add the following to Subsection 511.2 MATERIALS:

Rip rap aggregate shall be as specified under Section 02190 Aggregates as amended by the Special Provisions.

Subsection 511.4.1 is revised as follows:

Shape slopes to allow for the full thickness of the riprap or gabions and bedding or filter aggregate. Slope material no steeper than its natural angle of repose. When possible, excavate slope from undisturbed material; when not, shape and compact the underlying material to at least 90.0 percent of maximum density at optimum moisture content, in accordance with Section 02110, subsection 3.02 Moisture and Density Control.

Replace Part 511.5 as follows:

511.5 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Gabions – Gabions will be measured by the cubic yard of rip rap installed and accepted.

Gabions – Payment shall constitute full compensation for all excavation and backfill required behind the rear face of the gabions, preparing subgrade, furnishing and installing the gabions, furnishing and installing specified native and imported aggregate backfill, and for all tools, labor and miscellaneous materials required to complete the gabions. Excavation to the rear face of the Gabion will be measured and paid under the Unclassified Excavation above Subgrade pay item.

SECTION 606 GUARDRAIL AND MEDIAN BARRIER

Add the following:
All requirements for Corrugated Beam Guardrail apply to MGS Guardrail.

SECTION 607  FENCES

Replace Section 607.5 with the following:

607.5  METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The Engineer will measure and Payment will be as follows:

1. Fence at Indian Springs Retaining Wall - by the linear foot of fence installed and accepted.
2. Right of Way Fence Modifications - Lump Sum

SECTION 702  SIGNS, DELINEATORS, AND REFERENCE MARKERS

Replace Section 702.5 with the following:

702.5  METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The Engineer will measure and payment will be as follows:

1. Signs by the each including post, mounting hardware and sign panel complete and installed.

The Engineer will measure and payment will be as follows:

1. Sign Panels, Aluminum, by the square foot of sign panel face installed.
2. Sign Posts, Wood 4x4 by the foot
3. Delineators, Type I, by numerical count of each installed.
4. Delineators, Type II, by numerical count of each installed.

SECTION 703  TEMPORARY TRAFFIC CONTROL

Replace Section 703.5 with the following:

703.5  METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Temporary Traffic Control will be measured and paid as specified under Section 02020 Temporary Traffic Control.

END OF SPECIAL PROVISIONS
TYPICAL SECTION: INDIAN SPRINGS WALL

1/4" = 1'-0"

TYPICAL JOINT SPACING FOR CONCRETE PATHWAY

1/8" = 1'-0"

TYPICAL SECTION: CONCRETE PATH/ASPHALT

FENCING DETAIL

TYPICAL JOINT SPACING FOR CONCRETE PATHWAY

1/4" = 1'-0"
CONSTRUCTION NOTE

This construction plan evidence is not guaranteed, and is subject to change. 
All costs related to this project, and the project's outcome, will be the responsibility of the contractor. 
Any changes made by the contractor must be approved by the designer. 

EG = 6186.98
FG = 6186.98
5+40
EG = 6186.32
FG = 6186.32
5+60
EG = 6186.14
FG = 6186.14
5+80
EG = 6186.79
FG = 6186.79
6+00
EG = 6187.51
FG = 6187.51
6+20
EG = 6188.01
FG = 6188.01
6+40
EG = 6187.81
FG = 6187.81
6+60
EG = 6186.96
FG = 6186.96
6+80
EG = 6186.11
FG = 6186.11
7+00
EG = 6185.62
FG = 6185.62
7+20
EG = 6185.43
FG = 6185.43
7+29
1 2.0
Orient delineators as shown above as viewed by traffic approaching in lane immediately adjacent to the delineator.
DELINERATOR SPACING ON HORIZONTAL CURVES ON TWO LANE HIGHWAYS

<table>
<thead>
<tr>
<th>CURVE (DEGREES [°])</th>
<th>* SPACING ON CURVE</th>
<th>SPACING BEFORE AND AFTER CURVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1st PLACE</td>
<td>2nd PLACE</td>
</tr>
<tr>
<td>0°-1°45' (900 m ≤ R ≤ ∞)</td>
<td>200' (60 m)</td>
<td>300' (90 m)</td>
</tr>
<tr>
<td>2°-2°45' (600 m &lt; R ≤ 900 m)</td>
<td>150' (45 m)</td>
<td>200' (60 m)</td>
</tr>
<tr>
<td>3°-3°45' (400 m &lt; R ≤ 600 m)</td>
<td>100' (30 m)</td>
<td>200' (60 m)</td>
</tr>
<tr>
<td>6°-12°45' (200 m &lt; R ≤ 300 m)</td>
<td>50' (15 m)</td>
<td>100' (30 m)</td>
</tr>
<tr>
<td>20°-40° (90 m ≤ R ≤ 90 m)</td>
<td>20' (6 m)</td>
<td>50' (15 m)</td>
</tr>
</tbody>
</table>

* Place delinators directly across from each other to create a "gate effect" for oncoming motorists.

Note: Units shown in brackets [ ] are metric and are in millimeters (mm) unless other units are shown.

Department of Transportation

Date Issued: July, 2012

Standard Plan Number

Issued by:

Drawn by:

Designed by:

Checked by:

Previous Dwg. No.

Traffic Program

TWO LANE HIGHWAY
NOTICE TO BIDDERS

This ADDENDUM shall be acknowledged both in the space provided below on this ADDENDUM and on the BID FORM. Failure of any Bidder to properly acknowledge receipt of this Addendum both on this ADDENDUM and on the BID FORM may result in REJECTION OF THE BID.

This Addendum shall be attached to the Contract Documents and shall form a part thereof. The following changes, additions and/or deletions shall be made in the Specifications, Contract Documents and/or Drawings.

Specifications

1. Revise Section 01000, Special Provisions, Section 02210 Excavation and Embankment as follows:
Within paragraph 5 “Equipment”, delete the wording “(such as at Evan’s Constructions yard)”

Insert the following prior to the last sentence of paragraph 5 “Equipment”: In lieu of using loader scales and calibrating at an approved truck scale, the Contractor may, at his option, and at no cost above the bid price for the item, utilize an approved fixed scale or provide and install a portable calibrated scale for weighing the materials. If a portable scale is to be used, the location for the scale will be the sole responsibility of the Contractor. If a fixed scale or portable scale is used, the Contractor must submit verification of the calibration, acceptable to the Engineer, and re-calibrate the scale weekly. Contractor must submit to Engineer all weight tickets for material weighed as a basis of measurement for payment.

2. Revise Section 01000, Special Provisions, Section 02231 Aggregate Subbase and Base Course as follows:
Within paragraph 5 “Equipment”, delete the wording “such as at Evan’s Constructions yard.”

Insert the following prior to the last sentence of paragraph 5 “Equipment”: In lieu of using loader scales and calibrating at an approved truck scale, the Contractor may, at his option, and at no cost above the bid price for the item, utilize a approved fixed scale or provide and install a portable calibrated scale for weighing the materials. If a portable scale is to be used, the location for the scale will be the sole responsibility of the Contractor. If a fixed scale or portable scale is used, the Contractor must submit verification of the calibration, acceptable to the Engineer, and re-calibrate the scale weekly. Contractor must submit to Engineer all weight tickets for material weighed as a basis of measurement for payment.
3. Welded wire mesh gabions are approved as an acceptable alternate to the woven wire mesh gabions specified under Wyoming Standard Specifications for Road and Bridge Construction Section 811.6 as long as the welded wire mesh gabions meet the following requirements:
   a. The use of welded wire mesh gabions will not change the cross sectional, or longitudinal design shown in the Drawings.
   b. The gabions shall be manufactured of welded wire mesh with a uniform square or rectangular pattern and have a resistance weld at each intersection. The welded wire connections shall conform to the requirements of ASTM A185, including wire smaller than W1.2; except that the welded connections shall have a minimum average shear strength of 70% and minimum shear strength of 60% of the minimum ultimate tensile strength of the wire. The wire mesh shall be galvanized before forming into a mesh. Gabions must be fabricated within a dimensional tolerance of plus or minus 5%.
   c. Gabions shall have a 3x3 inch maximum mesh opening, and minimum 12 gage mesh wire diameter. The wire shall have a minimum tensile strength of 60,000 psi.
   d. Lacing wire must be 13.5 gage minimum, and spiral binders must be 12 gage minimum. The fasteners must provide a minimum strength of 1,400 lbs. per lineal foot for gabion baskets.
   e. Wire for fabrication and assembly shall be hot-dipped galvanized. Galvanized steel wire shall conform to ASTM A 641, Class 3, and Soft Temper.
   f. Gabion baskets shall be available in length dimensions of 3, 6, 9 and 12 feet, and widths of 3 and 4.5 feet, and depth of 1, 1.5 and 3 feet.
   g. Installation shall be in conformance with the Manufacture’s recommendations and the Drawings.
   h. Aggregate requirements if welded wire mesh gabions are used: at least 85 percent of the rock particles, by weight, shall be within the predominant rock size range. At least 95% of the rock shall be retained on a screen with 4-inch square openings. No more than 5% shall be retained on a screen with 6 ½ inch square openings, and 100% shall pass through a screen with an 8 inch square opening.

Sincerely,

Dave Dufault, PE
Project Manager

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BIDDER ACKNOWLEDGMENT DATE

Addendum No. 3, Page 2 of 2