



TECHNICAL SPECIFICATIONS  
ADDENDUM

**TETON COUNTY LANDFILL  
CLOSURE PROJECT  
TECHNICAL SPECIFICATIONS  
ADDENDUM 1**

**Teton County Integrated Solid Waste and Recycling  
Jackson, Wyoming**

**Submitted to:** Teton County  
Integrated Solid Waste and Recycling  
PO Box 9088  
Jackson, WY 83002

**Submitted by:** Golder Associates Inc.  
44 Union Boulevard, Suite 300  
Lakewood, Colorado 80228

**February 2019**

**123-81604A**



ADDENDUM NO. 1  
to the  
BIDDING DOCUMENTS

for the

TETON COUNTY LANDFILL  
CLOSURE PROJECT

by

TETON COUNTY  
Integrated Solid Waste and Recycling  
PO Box 9088  
Jackson, WY 83002

ADDENDUM DATE: February 11, 2019

This Addendum forms a part of the Bid described above. The original Bidding Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this Addendum by affixing their signature below, by noting this Addendum on the Bid Form, and by attaching this Addendum cover sheet to the Bid.

APPROVED: (GOLDER ASSOCIATES INC.)



\_\_\_\_\_  
Name: Mark McClain, PE  
Title: Principal

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (BIDDER)

\_\_\_\_\_  
Firm

\_\_\_\_\_  
By: Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Received

ADDENDUM NO. 1  
to the  
BIDDING DOCUMENTS

for the

TETON COUNTY LANDFILL  
CLOSURE PROJECT

by

TETON COUNTY  
Integrated Solid Waste and Recycling  
PO Box 9088  
Jackson, WY 83002

ADDENDUM DATE: February 11, 2019

This Addendum is hereby made a part of the Bidding Documents for the above titled project, to the same extent as though it were originally contained therein.

The Bidding Documents for the above referenced project dated March 2016 are hereby amended as follows:

EJCDC C-520, Agreement

1. Paragraph 6.02(A)(1)(a) is modified to indicate that Contractor may designate an interest bearing account for retainage in accordance with W.S. 16-6-702, -704, and -705.

EJCDC C-700, General Conditions

1. The 40-day advertising requirement is item D. under Paragraph 15.06.

EJCDC C-941, Change Order

1. A note is added to indicate that all changer orders must receive DEQ approval prior to implementation.

Cease and Transfer Program Special Conditions

1. The Cease and Transfer Program Special Conditions is added to the Bidding Documents.

EJCDC C-200, Instructions to Bidders

1. Paragraph 8.02 is modified to allow 30 days to execute contract.

Contract Drawings have been revised to match responses to Bidder Questions.

Bid Schedule in Bid Form has been revised to match responses to Bidder Questions.

Measurement and Payment Section has been revised to match responses to Bidder Questions.

Engineer's Cost Estimate has been Provided.

Responses to Bidder Questions have been Provided.

Spreadsheet containing coordinates and elevations for survey points has been provided.

Original drawings for box culvert in surface water pond and original pavement design have been provided.

Sketch of replacement wall alignment at Surface water pond have been provided.

ATTACHMENTS:

EJCDC C-520, Agreement

EJCDC C-700, General Conditions

EJCDC C-941, Change Order

Cease and Transfer Program Special Conditions

EJCDC C-200, Instructions to Bidders

Revised IFB Contract Drawings

Revised Bid Form

Revised Measurement and Payment Section

Engineer's Cost Estimate

Responses to Bidder Questions

Spreadsheet containing coordinates and elevations.

Original drawings for box culvert in surface water pond and original pavement design

Sketch of replacement wall alignment at Surface water pond

\*\*\*END OF ADDENDUM\*\*\*

EJCDC C-520, AGREEMENT

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)  
TETON COUNTY LANDFILL CLOSURE  
WASTE RELOCATION AND EARTHWORKS PROJECT**

Prepared by



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

THIS AGREEMENT is by and between \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Teton County Landfill Closure Waste Relocation and Earthworks Project.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Golder Associates Inc.

3.02 The Owner has retained Golder Associates Inc. (“Engineer”) and Peak GeoSolutions (“Owner’s Representative” and “CQA Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within ~~171~~ 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the Contract Times ~~commence to run~~ expire. Substantial Completion shall mean that the Work is sufficiently complete in accordance with the Contract Documents such that the Owner can utilize the site for its intended purpose and resume normal site operations.

#### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
- B. Substantial Completion: Contractor shall pay Owner \$1000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
- C. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000.00 for each day that expires after such time until the Work is completed and ready for final payment.
- D. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

~~Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$500.00 for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$15,000.00.~~

#### 4.04 Special Damages

- A. ~~In addition to the amount provided for liquidated damages,~~ Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), 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 the amounts that follow, subject to adjustment under the Contract:

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

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

~~B.A.~~ For all Lump Sum and Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of ~~Unit Price Work~~ by lump sum or by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

~~C.B.~~ Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$  .

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

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the   day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.

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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 90 percent of Work completed (with the balance being retainage). Contractor has the option to place all retainage placed in an interest-bearing account. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- c. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to █, inclusive).
  - 2. Performance bond (pages █ to █, inclusive).
  - 3. Payment bond (pages █ to █, inclusive).
  - 4. Other bonds.
    - a. █ (pages █ to █, inclusive).
  - 5. General Conditions (pages █ to █, inclusive).
  - ~~6. Supplementary Conditions (pages █ to █, inclusive).~~
  - ~~7.6.~~ Specifications as listed in the table of contents of the Project Manual.
  - ~~8.7.~~ Drawings (not attached but incorporated by reference) consisting of █ sheets with each sheet bearing the following general title: █ [or] the Drawings listed on the attached sheet index.
  - ~~9.8.~~ Addenda (numbers █ to █, inclusive).
  - ~~10.9.~~ Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages █ to █, inclusive).

- b. Notice of Award
- c. Insurance Certificates
- d. Worker's Compensation Certificate
- e. Schedule of Rates
- f. List of Suppliers and Subcontractors
- g. Projected Construction Schedule
- h. Town of Jackson Contractor's License
- a.i. Notice to Proceed.

~~11.10.~~ 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- ~~a.~~ a. ~~Notice to Proceed.~~
  - ~~b.a.~~ b.a. Work Change Directives.
  - ~~c.b.~~ c.b. Change Orders.
  - ~~d.c.~~ d.c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
  - C. There are no Contract Documents other than those listed above in this Article 9.
  - D. The Contract Documents may only be amended, modified, or supplemented as provided in 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. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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 successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

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

#### 10.05 Contractor's Certifications

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

#### 10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout and underline); ~~or in the Supplementary Conditions.~~

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*

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

EJCDC C-700, GENERAL CONDITIONS

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

**STANDARD GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**  
**TETON COUNTY LANDFILL**  
**CLOSURE PROJECT**

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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**STANDARD GENERAL CONDITIONS OF THE  
CONSTRUCTION CONTRACT**

**TETON COUNTY LANDFILL  
CLOSURE PROJECT**

**JANUARY 11, 2019**

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  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. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance

with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice 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.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Owner’s Representative* —The authorized representative of Engineer and Owner assigned to assist Engineer at the Site. As used herein, the term Owner’s Representative includes any assistants or field staff of Owner’s Representative and CQA Engineer.
- 28-30. *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.
- 29-31. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
- 30-32. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
- 31-33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- 32-34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
- 33-35. *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.

- ~~34-36.~~ Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
- ~~35-37.~~ 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, and such other lands furnished by Owner which are designated for the use of Contractor.
- ~~36-38.~~ Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- ~~37-39.~~ 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.
- ~~38-40.~~ 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.
- ~~39-41.~~ Successful Bidder—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
- ~~40-42.~~ General Conditions— Revisions to the General Conditions have been indicated by redline/strikeout (for deletions) and underline (for additions).
- ~~41-43.~~ 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 a Subcontractor.
- ~~42-44.~~ Technical Data—Those items expressly identified as Technical Data in the General Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
- ~~43-45.~~ 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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other

communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

~~44-46.~~ Unit Price Work—Work to be paid for on the basis of unit prices.

~~45-47.~~ 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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

~~46-48.~~ Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 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 15.03 or 15.04).

- 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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* 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 Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the General Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the General Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), 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;
  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.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *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 2.03.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 the component parts of the Work.

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; and
6. A preliminary schedule of materials and equipment procurement.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  1. Reference in the Contract Documents to standard specifications, manuals, reference standards, 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, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, 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 part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer’s written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner’s express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

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

#### 4.02 *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 such date.

#### 4.03 *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.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. 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, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, 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 Times and Contract Price. 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.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor's sole and

exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *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.
- 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 permanent improvements are to be made 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.

### **5.02 *Use of Site and Other Areas***

- A. *Limitation on Use of Site and Other Areas:*
  1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site,

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EJCDC® C-700, Standard General Conditions of the Construction Contract.

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TETON COUNTY LANDFILL **WASTE RELOCATION AND EARTHWORKS CLOSURE PROJECT**

adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all 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 directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent 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 and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The General Conditions identify:
1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the **General** Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- C. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the site:
1. Geophysical Investigation of the Entrance Properties, Horsethief Canyon Landfill Near Jackson, Wyoming; Golder Associates Inc., December 18, 2015
  2. Geotechnical Engineering Report, Teton County Transfer Station Upgrades; Golder Associates Inc., January 2015
  3. Site Assessment Summary, Teton County Landfill; Golder Associates Inc., August 2012
  4. Geotechnical Site Investigation Report, Teton County Composting Facility, Teton County, Wyoming; Womack & Associates, Inc., May 21, 2007
  5. Subsurface Study for the Proposed Teton County Solid Waste Transfer Facility to be Located Approximately Seven Miles South of Jackson, Wyoming; Chen & Associates, December 11, 1987

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor 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.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
  1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. 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.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent 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 General Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then 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 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. 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; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* There are no reports or drawings relating to Hazardous Environmental Conditions identified at the site that have been utilized by the Engineer in the preparation of the Contract Documents. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the General Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in

question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, 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. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the General Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the General Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. All bonds shall be signed by a registered Wyoming agent having legal authority to act on behalf of the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then 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 bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article General Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the General Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better. All insurance shall be signed by a

registered Wyoming agent having legal authority to act on behalf of the insurance company.

- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the General Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- E. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- F. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- G. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- H. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

### 6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - ~~2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).~~
  - ~~3-2.~~ claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 3. Foreign voluntary worker compensation (if applicable).
  - 4. Worker's Compensation, and related coverages under this paragraph:
    - a. State: Statutory
    - b. Applicable Federal: Statutory

c. Employer's Liability N/A

B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. 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.

4. Contractor's General Liability under this paragraph shall include completed operations and product liability coverages, and eliminate the exclusions with respect to property under the care, custody, and control of Contractor:

<u>a. General Aggregate</u>	<u>\$ 2,000,000.00</u>
<u>b. Products – Completed Operations Aggregate</u>	<u>\$ 1,000,000.00</u>
<u>c. Personal and Advertising Injury</u>	<u>\$ 1,000,000.00</u>
<u>d. Each Occurrence (Bodily Injury and Property Damage)</u>	<u>\$ 1,000,000.00</u>
<u>e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.</u>	
<u>f. Excess or Umbrella Liability</u>	
<u>1) General Aggregate</u>	<u>\$ N.A.</u>
<u>2) Each Occurrence</u>	<u>\$ N.A.</u>

C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
  - a. Such insurance shall be maintained for three years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured (as identified in the General Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Broad form property damage coverage.
4. Severability of interest.
5. Underground, explosion, and collapse coverage.
6. Personal injury coverage.
7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.

9. Contractor’s Contractual General Liability under this paragraph shall provide coverage for not less than the following amounts:

a. Bodily Injury:

1) Each Accident	\$ 1,000,000.00
2) Annual Aggregate	\$ 2,000,000.00

b. Property Damage:

1) Each Accident	\$ 1,000,000.00
2) Annual Aggregate	\$ 2,000,000.00

D. Automobile liability: Contractor shall purchase and maintain automobile liability insurance against 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. The automobile liability policy shall be written on an occurrence basis. Automobile Liability under paragraph shall provide coverage for not less than the following amounts:

1. Bodily Injury:

a. Each Person \$ 1,000,000.00

b. Each Accident \$ 2,000,000.00

2. Property Damage:

a. Each Accident \$ 1,000,000.00

3. Combined Single Limit of \$ 2,000,000.00

E. Umbrella or excess liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies. Umbrella or Excess Liability under paragraph shall provide coverage for not less than the following amounts:

1. General Aggregate \$ N.A.

2. Each Occurrence \$ N.A.

F. Contractor’s pollution liability insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion. Contractor’s pollution liability insurance under paragraph shall provide coverage for not less than the following amounts:

1. General Aggregate \$ N.A.

2. Each Occurrence \$ N.A.

G. Additional insureds: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the General Conditions; include coverage for the respective officers, directors, members, partners,

employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements. The following list of persons or entities shall be listed as additional insureds:

OWNER:

Teton County, Wyoming

PO Box 3594

Jackson, WY 83001

ENGINEER:

Golder Associates, Inc.

44 Union Boulevard, Suite 300

Lakewood, Colorado, 80228

OWNER'S REPRESENTATIVE AND CQA ENGINEER:

Peak GeoSolutions

316 West Birch St., Box 820

Glenrock, WY 82637

~~D.H.~~ Contractor's professional liability insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

~~E.I.~~ General provisions: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.
2. be written for not less than the limits of liability provided in this Article and in the General Conditions, or required by Laws or Regulations, whichever is greater.
3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or

replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that 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.

~~F.J.~~ The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

~~A. **Builder's Risk:** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable 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 Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."~~
- ~~2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.~~

- ~~3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.~~
  - ~~4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).~~
  - ~~5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).~~
  - ~~6. extend to cover damage or loss to insured property while in transit.~~
  - ~~7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.~~
  - ~~8. allow for the waiver of the insurer's subrogation rights, as set forth below.~~
  - ~~9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.~~
  - ~~10. not include a co-insurance clause.~~
  - ~~11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.~~
  - ~~12. include performance/hot testing and start-up.~~
  - ~~13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.~~
- A. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor, Subcontractors or others in the work. The risk of loss will be borne by Contractor, Subcontractors, or others suffering any such loss and if any of them wishes property insurance coverage, each may purchase and maintain it at the purchaser's own expense.
- B. Contractor shall be responsible for any deductible or self-insured retention.
- B-C. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

~~C.D.~~ *Deductibles*: The purchaser of any required ~~builder's risk or~~ property insurance shall pay for costs not covered because of the application of a policy deductible.

~~D.E.~~ *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, ~~if it is the purchaser of the builder's risk policy,~~ or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

~~E.F.~~ *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

~~F.G.~~ *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the General Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property

insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.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, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the **General** Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

#### 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

### **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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.

1. The Contractor's Representative shall be responsible for coordinating and supervising the Contractor's crew and subcontractors' work at the Site. The Contractor's Representative shall be responsible for making sure that the construction activities are conducted in accordance with the Contract Documents. The Contractor's Representative shall be responsible for pointing out to the Owner's Representative any discrepancies between the Contract Documents and the field conditions. The Contractor's Representative shall be responsible for attending all meetings held on the Project. The Contractor's Representative shall be responsible for keeping a daily log of all construction activities on-site. The Contractor's Representative shall be responsible for proposing alternate methods, where necessary, to the Owner's Representative for approval, and signature.

1-2. If the Contractor's Representative encounters conditions on-site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor's Representative shall be given to the Owner's Representative and Engineer promptly before conditions are disturbed and in no event later than 3 days after first observance of the conditions. The Owner's Representative and/or Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Engineer has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract time, the adjustment shall be referred to the Engineer for initial determination

#### 7.02 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 daylight regular working hours and on any day approved by the Owner. ~~Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.~~

### 7.03 *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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work 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.

### 7.04 *“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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, 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
      - 4) it is not objectionable to Owner.
    - 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.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
  - C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
  - D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
  - E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. 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:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.

- b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier ~~(unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise)~~. Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. 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 the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. 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.
- J. Owner or Engineer may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor, Supplier, or other individual or entity.

- ~~J.K.~~ Owner or Engineer may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor, Supplier, or other individual or entity.
- ~~K.L.~~ Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- ~~L.M.~~ Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- ~~M.N.~~ 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.
- ~~N.O.~~ All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- ~~O.P.~~ Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- ~~P.Q.~~ Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 *Patent Fees and Royalties*

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

invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *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.

#### 7.10 *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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on

the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, 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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The General Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.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 at its expense (except damage or loss attributable to the fault of

Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *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. Contractor shall provide a full-time, on-site "competent person", as defined by OSHA 1926.650(b) associated with Contractor's means and methods of constructing the work.

#### 7.14 *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.

#### 7.15 *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.

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
  - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

- c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
  1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - 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 7.16.D.
  2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall 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 7.16.D.
  3. 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. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- 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 or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample 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 7.16.A.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 will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

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.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

#### 7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on 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;
  - 6. the issuance of a notice of acceptability by Engineer;
  - 7. any inspection, test, or approval by others; or
  - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.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 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *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 Laws and Regulations.
- 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, 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, 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 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## ARTICLE 8 – OTHER WORK AT THE SITE

### 8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site. This is an operating Transfer Station and the Contractor must coordinate with Owner, Transfer Station Operator, and site Contractors to maintain required daily operations.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.
- E. Contractor shall cooperate and coordinate with the performance and scheduling of the Work to facilitate other operations at the site. Contractor shall be bound to the duties and responsibilities of paragraph 8.01.C although comparable provisions may not be provided in direct contracts between Owner and other contractors. Contractor may make a claim therefore as provided in Article 12.01 if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the amount or extent thereof.

### 8.02 *Coordination*

- A. Each contractor or utility will be responsible for the coordination, sequencing, and scheduling for the performance of its work with other work and operations at the project site. This is an operating Transfer Station and the Contractor must coordinate with Owner, Transfer Station Operator, and site Contractors to maintain required daily operations.

- ~~A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:~~
- ~~1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;~~
  - ~~2. an itemization of the specific matters to be covered by such authority and responsibility; and~~
  - ~~3. the extent of such authority and responsibilities.~~
- ~~B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.~~

### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. 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.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all 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 damage, delay, disruption, or interference.

#### 8.04 Claims Between Contractors

A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any separate contractor against Contractor, Owner, Engineer, Engineer's Consultants, or the construction coordinator, Contractor shall promptly attempt to settle with such separate contractor by agreement, or to 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, Engineer's Consultants, 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 separate contractor against Owner, Engineer, Engineer's Consultants, 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, Engineer's Consultants or the construction coordinator on account of any such damage or Claim.

~~D.C.~~ If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate 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 11. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, Engineer's Consultants and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Owner, Engineer, Engineer's Consultant, or construction coordinator for activities that are their respective responsibilities.

## ARTICLE 9 – OWNER’S RESPONSIBILITIES

### 9.01 *Communications to Contractor*

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

### 9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.

### 9.03 *Furnish Data*

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

### 9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### 9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### 9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

### 9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

### 9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

A-B. Upon request of Contractor prior to the execution of any Change Order involving a significant increase in the Contract Price, Owner shall furnish to Contractor reasonable evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfill the increased financial obligations to be undertaken by Owner as a result of such Change Order.

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's ~~R~~Representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's ~~R~~representative during construction are set forth in the Contract.

10.02 *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 10.08. 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.

## 10.03 Project Representative

- A. ~~If Owner and Engineer have agreed that Engineer will furnish an Owner's Representative Resident Project Representative to represent Engineer and Owner at the Site and assist Engineer in observing the progress and quality of the Work and the quality assurance of the construction, then the authority and responsibilities of any such Owner's Representative Resident Project Representative will be as provided as outlined below, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. ~~If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.~~~~
- B. Engineer shall furnish an Owner's Representative to assist 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 Owner's Representative, 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.
- C. The duties and responsibilities of the Owner's Representative are described as follows:
1. General: Owner's Representative dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. Owner's Representative dealings with subcontractors shall only be through or with the 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 Representative with Contractor, working principally through Contractor's superintendent and assist in understanding 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 Owner additional details or information, when required for proper execution of the Work.
  5. Construction Quality Assurance (CQA) Engineer
    - a. Observe and document activities related to the quality assurance of the production, handling, storage, and construction of the Project including coordination of field testing and Owner verification surveys.
  6. Interpretation of Contract Documents:

- a. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

7. 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.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

8. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with Owner's Representative recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

9. Review of Work and Rejection of Defective Work:

- a. Conduct on-Site observations of Contractor's work in progress to inform Engineer whether the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever Owner's Representative 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 prejudice 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 Owner's Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Owner's Representative may provide specific instructions to Contractor regarding the Work only when the Contract Documents specifically indicate "as directed by Engineer," "as directed by Owner's Representative," or "as directed by CQA Engineer."

10. 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 startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

11. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all Owner's Representative and CQA Engineer documentation to Engineer.

12. 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. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Report immediately to Engineer the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

13. 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.

14. Completion:

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

e. Owner's Representative shall not:

1) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2) Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

3) 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.

4) Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Owner OF Contractor.

5) Accept Shop Drawing or Sample submittals from anyone other than Contractor.

#### 10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

#### 10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. 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, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

#### 10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

#### 10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, 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 15.06.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 10.08 shall also apply to the Owner's Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-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. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. 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;
  - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

### 11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 12 – CLAIMS**

### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in

good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and 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 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Supplemental costs including the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of

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

- c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), 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 communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here 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 Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

### 13.02 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:* Contractor agrees that:
1. 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
  2. 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:* 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.

### 13.03 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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. For those items of Unit Price Work where the Bid Form calls for unit pricing based on bracketed quantities, the Work will be paid at the corresponding unit price up to the maximum bracketed quantity and at subsequent unit prices and bracketed quantity increments thereafter. The Owner reserves the right to reject any unit price for a bracketed quantity increment that they deem to be inconsistent with the unit price provided for the same item of work at a reduced quantity.
- E. For those items of Unit Price Work where the Bid Form calls for a single unit price irrespective of quantity, ~~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.

~~D.F.~~ 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 the following paragraph.

- ~~E.G.~~ Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 Access to Work**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the

Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

#### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *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, then 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.

#### 14.07 *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, 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, then 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 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 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 during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *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, a warehouse bond, 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. Contractor shall provide receipts or other evidence that suppliers and subcontractors have received payment from previous progress payments.
  - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the

accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money 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 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;

- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- f. Owner has been required to pay Engineer additional compensation because of Contractor delays or rejection of defective Work.

D. *Payment Becomes Due:*

- 1. Twenty ~~Ten~~ days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

- k. 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;
  - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- 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 preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch

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list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- 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. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.05 regarding builder's risk or other property insurance.

#### 15.05 *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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *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, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

##### 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 have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such

recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* ~~Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor. The Owner shall not be required to make final payment to the Contractor until such time as Wyoming Statutes 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 after the advertised completion and acceptance of the project, final payment shall be due within 20 days thereafter.~~

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *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 Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- 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, 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 are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds 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.
- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *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; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) 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 16.03.
- 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the [General Conditions](#); or
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the [General Conditions](#) or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18 – MISCELLANEOUS

### 18.01 *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, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

### 18.03 *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. 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.

### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### 18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### 18.06 *Survival of Obligations*

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

### 18.07 *Controlling Law*

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

### 18.08 *Headings*

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

EJCDC C-941, CHANGE ORDER

**ALL CHANGE ORDERS MUST RECEIVE DEQ APPROVAL PRIOR TO IMPLEMENTATION** Change Order No. \_\_\_\_\_

Date of Issuance:	Effective Date:
Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project: Teton County Landfill Closure Project	Contract Name:

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

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

CEASE AND TRANSFER PROGRAM SPECIAL CONDITIONS

## **CONTRACT LANGUAGE GUIDANCE FOR WYOMING CEASE AND TRANSFER PROGRAM FUNDS**

The following is a guidance document for Recipients of funding for projects using Wyoming Cease and Transfer (C&T) Program funds. This document is intended to consolidate the requirements from several State statutes regarding state funding to provide Recipient template contract language and procedures necessary to remain in compliance with State Statutes. Failure to include the suggested contract provisions and follow the suggested procedure could jeopardize eligibility for funding.

Recipients will need to incorporate the applicable clauses presented below into all bid documents and construction contracts for projects using C&T funding. If you have questions about the process outlined below, or would like an electronic copy of this document, please contact the C&T Program Manager, Craig McOmie, at 473-3487 or [craig.mcomie@wyo.gov](mailto:craig.mcomie@wyo.gov).

### **Pre-Bidding Process**

- Recipient needs to incorporate the various clauses and forms discussed below into all bid documents and construction contracts for projects using C&T Fund Program grant/loan funds.
- The required location for these clauses and forms is based on the Engineers Joint Contract Documents Committee (EJCDC). The C&T Program recommends starting with the EJCDC type contract. Please notify the C&T Fund Program Manager if you intend to use a different type of contract.
- In addition to the language in this C&T Fund Program guidance document, DEQ recommends Recipients familiarize themselves with the requirements in potentially applicable state statutes, including those dealing directly with public works projects: W.S. 16-6-101 through -121, 16-6-201 through -206, 16-6-701 through -708, 16-6-1001, and 15-1-113 (municipalities/joint powers boards).
- Recipients need to send your bidding/contract documents (including drawings, project manual (electronic version is preferred but not required), and cover page checklist) to the C&T Program Manager for Department approval prior to advertising for bids. Do not begin advertising without C&T Fund Program approval.
- After you receive bids on the project you must get C&T Program approval before you award the contract. Contact Program Manager for bid approval.

### **Bidding Process**

- Advertising for bids:
  - Advertise twice minimum, at least one week apart, in a newspaper of general circulation for the project owner, following W.S. 15-1-113 (a) and (b).
  - Bid opening must be public; see W.S. 16-6-1001(a)(iii).
  - Do not advertise until you get Cease and Transfer Program approval.
  - Provide a copy of the affidavit of publication to the Cease and Transfer Program Manager.

- Bid security, W.S. 15-1-113(f):
  - Require 5% minimum bid security.
  - Must be a bid bond for bids greater than \$150,000. Owner can allow other types of security only for bids that are \$150,000 or less. Note: EJCDC based documents often erroneously allow checks or other types of security and therefore should be revised.
  - Successful bidder has 30 days to execute the contract once it is awarded. EJCDC based documents often allow only 15 days and therefore should be revised.
  - State the bid security requirements in the advertisement for bids.
  - Also modify as necessary any language on bid security or time to execute contract in the instructions to bidders, bid form, and notice of award.
  
- Require contract security (performance and payment bonds); see W.S. 15-1-113(d) and 16-6-112. State the required contract security in the advertisement for bids; see W.S. 15-1-113(d) and (f).
  
- Provide notification that final payment cannot be made until the requirements of W.S. 16-6-116, 16-6-117, and 15-1-113(h) are met.
  
- Provide notification regarding the amount of retainage to be withheld on progress payments; see W.S. 16-6-702. Provide notification that contractor may designate an interest bearing account for retainage in accordance with W.S. 16-6-702, -704, and -705
  
- Include the following clause in the Advertisement for Bids:
  - Pursuant to W.S. 16-6-106, "preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by the competitors outside of the state".
  
- Include the following clause (or equivalent) in the Instructions to Bidders:
  - **PREFERENCE FOR RESIDENT CONTRACTORS**
  - The Contract shall be let to the responsible certified resident making the lowest bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder and the resident bidder does not propose to subcontract more than thirty percent (30%) of the work to nonresident contractors. A resident for this purpose must be certified as a resident by the Wyoming Department of Workforce Services prior to bidding upon the Contract. See W.S. 16-6-101, et seq. A resident bidder shall submit a copy of its certificate of residency with its bid.

Include Cease and Transfer Program Special Conditions section (cover page) in the project manual, and complete the following:

- Specifically identify the C&T Program Special Conditions as part of the Contract Documents, in the Agreement/Contract.

Do not tell contractors that they are exempt from sales taxes on this project. In Wyoming, the tax exempt status of exempt entities does not pass on to contractors. See Wyoming Department of Revenue Rules and Regulations Chapter 2 Section 12, particularly paragraph (f).

## **C&T SPECIAL CONDITIONS**

**The following requirements are included in the Wyoming Solid Waste Rules and Regulations for Municipal Solid Waste Landfill Closures and Transfer Stations, as applicable.**

### **DISCOVERY OF ARCHAEOLOGICAL AND OTHER HISTORICAL ITEMS**

In the event of an archaeological find during any phase of construction, the following procedure will be followed:

1. Construction shall be halted, with as little disruption to the archaeological site as possible.
2. Contractor shall notify Owner who shall contact the State Historic Preservation Officer.
3. The State Historic Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.
4. The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting archaeological finds.

A similar procedure should be followed with regard to more recent historical resources. Should any artifacts, housing sites, etc., be uncovered, the same procedure should be followed as for an archaeological find.

In the event archaeological/historical data are evaluated to meet National Register criteria, the Advisory Council on Historic Preservation may be notified and asked to comment by the Wyoming Cease and Transfer Fund Program.

### **ACCESS**

Contractor shall ensure that authorized representatives of the Wyoming DEQ, Office of State Lands and Investments, and other applicable state agencies and officials will have access to the project work whenever it is in preparation or progress and shall provide proper facilities for such access and inspection. Contractor shall allow these representatives to have access to any books, documents, plans, reports, papers, and other records of Contractor which are pertinent to the project for the purpose of making audit, examination, excerpts, copies and transcriptions thereof and to interview any officer or employee. Contractor shall ensure that all sub-agreements will also afford access to such project work, sites, documents, records, and persons.

## **SITE EROSION AND SEDIMENT CONTROL MEASURES**

Every effort shall be made by Contractor and subcontractors to prevent and correct problems associated with erosion and runoff processes which could occur during and after project construction. The efforts should be consistent with applicable local ordinances and the Nonpoint Source Pollution Control Guidance. Whenever appropriate, Contractor's efforts shall reflect the following engineering principles:

- (a.) When appropriate, land grading and excavating should be kept at a minimum to reduce the possibility of creating runoff and erosion problems which require extensive control measures.
- (b.) Whenever possible, topsoil should be removed and stockpiled before grading begins.
- (c.) Land exposure should be minimized in terms of area and time.
- (d.) Exposed areas subject to erosion should be covered as quickly as possible by means of mulching or vegetation.
- (e.) Natural vegetation should be retained whenever feasible.
- (f.) Early completion of stabilized drainage systems (temporary and permanent systems) will substantially reduce erosion potential.
- (g.) Roadways and parking lots should be paved or otherwise stabilized as soon as feasible.
- (h.) Clearing and grading should not be started until a firm construction schedule is known and can be effectively coordinated with grading and clearing activity.

## **WYPDES CONSTRUCTION RELATED DISCHARGE PERMITS**

Construction projects which will disturb 5 acres or more require coverage under the State of Wyoming General Permit for Storm Water Discharges Associated with Large Construction Activities. Construction projects which will disturb 1 acre or more but less than 5 acres require coverage under the State of Wyoming General Permit for Storm Water Discharges Associated with Small Construction Activities. Contractor is responsible for obtaining coverage under the appropriate permit and maintaining compliance until Owner accepts the Work as complete. For additional information see [http://deq.wyoming.gov/wqd/ Storm-Water-Permitting/](http://deq.wyoming.gov/wqd/Storm-Water-Permitting/) or contact Barb Sahl at 307-777-7570.

Certain construction activities such as dewatering, flushing, testing, and disinfection require coverage under the State of Wyoming General Permit for Temporary Discharges or under a separate discharge permit. Contractor is responsible for obtaining any necessary coverage and maintaining compliance. For more information see [http://deq.wyoming.gov/wqd/ Permitting](http://deq.wyoming.gov/wqd/Permitting/) or contact Marcia Porter at 307-777-6081.

## **EQUIPMENT STAGING**

Equipment shall be staged, serviced, and fueled at least 300 feet from streams and riparian areas.

## **AIR QUALITY PROTECTION MEASURES**

Contractor shall adhere to effective dust control procedures as required under the Wyoming Air Quality Standards and Regulations (WAQSR) Chapter 3 Section 2 (Emission standards for particulate matter), especially part (f). If asbestos is encountered during this project, Contractor shall follow standards for handling according to WAQSR Chapter 3 Section 8. Contractor shall adhere to proper trade waste and materials disposal according to WAQSR Chapter 10 Section 2.

## **REQUIRED WYOMING STATUTE LANGUAGE**

Pursuant to W.S. 16-6-104, Wyoming made materials and products, and Wyoming suppliers of products and materials of equal quality and desirability shall have preference over materials or products produced or supplied outside the state.

Pursuant to W.S. 16-6-203, Wyoming labor shall be used on this project except other laborers may be used when Wyoming laborers are not available for the employment from within the state or are not qualified to perform the work involved. For further details see W.S. 16-6-201 through -206.

Pursuant to W.S. 16-6-121, Contractor is hereby provided written notice of the following:

- (a) Any subcontractor or materialman entitled to the protection of a bond or other form of guarantee approved by the state or any political subdivision under W.S. 16-6-112 shall give notice of his right to that protection to the prime contractor. Failure to give notice to a prime contractor who has complied with subsections (f) and (g) of this section waives the subcontractor or materialman's protection under the bond or guarantee and waives any right to a lien for materials or services provided.
- (b) The notice shall be given no later than sixty (60) days after the date on which services or materials are first furnished.
- (c) The notice shall be sent to the prime contractor by certified mail or delivered to and received by the prime contractor or his agent. Notice by certified mail is effective on the date the notice is mailed.
- (d) The notice shall be in writing and shall state that it is a notice of a right to protection under the bond or guarantee. The notice shall be signed by the subcontractor or materialman and shall include the following information:

- (i) The subcontractor or materialman's name, address and phone number and the name of a contact person;
- (ii) The name and address of the subcontractor's or materialman's vendor; and
- (iii) The type or description of the materials or services provided.

(e) This section shall only apply where the prime contractor's contract is for fifty thousand dollars (\$50,000.00) or more.

(f) The prime contractor shall post on the construction site a prominent sign citing this section and stating that any subcontractor or materialman shall give notice to the prime contractor of a right to protection under the bond or guarantee and that failure to provide the notice shall waive the subcontractor or materialman's protection under the bond or guarantee and shall waive any right to a lien for materials or services provided.

(g) The owner or his agent shall provide written notice of the information required by this section in the project specifications.

If Owner is a municipality or is a joint powers board wherein at least one member is a municipality, the following applies:

Pursuant to W.S. 15-1-113(p), the provisions of W.S. 15-1-113 are part of this contract.

EJCDC C-200, INSTRUCTIONS TO BIDDERS

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

**~~SUGGESTED~~ INSTRUCTIONS TO BIDDERS  
FOR CONSTRUCTION CONTRACTS  
TETON COUNTY LANDFILL  
CLOSURE WASTE RELOCATION AND EARTHWORKS PROJECT**

Prepared by



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**INSTRUCTIONS TO BIDDERS**

**TETON COUNTY LANDFILL  
CLOSURE PROJECT**

**JANUARY 11, 2019**

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## ARTICLE 1 – DEFINED TERMS

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

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

## ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

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

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

## ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **FIVE [5]** days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located.

B. Bidder's state or other contractor license number, if applicable.

C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

D. Other ~~required~~ information requested by Owner regarding qualifications

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or

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

#### 4.02 Existing Site Conditions

##### A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The General Conditions identify:
  - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
  - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
  - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of the reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the General 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 not part of the Contract Documents.

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

~~4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.~~

~~The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~

~~Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.~~

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

- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 *Site Visit and Testing by Bidders*

A. An opportunity for a site visit will follow the mandatory pre-bid conference as stated in the Advertisement for Bids.

A.B. Bidder shall conduct ~~the required~~additional Site visits during normal working hours, and shall not disturb any ongoing operations at the Site. Site visits are to be conducted by appointment only. To make an appointment contact Kent Jaspersen, Program Manager, Teton County Integrated Solid Waste and Recycling, phone 307-733-7678, email [kjaspersen@tetoncountywyo.gov](mailto:kjaspersen@tetoncountywyo.gov).

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

C.D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D.E. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E.F. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.04 *Owner's Safety Program*

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

#### ~~4.05 *Other Work at the Site*~~

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

~~examine such contracts (other than portions thereof related to price and other confidential matters), if any.~~

## ARTICLE 5 – BIDDER’S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## ARTICLE 6 – PRE-BID CONFERENCE

6.01 A **MANDATORY** pre-bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are ~~required~~**encouraged** to attend and participate in the conference. **Failure to attend the pre-Bid conference will preclude the Bidder from bidding.** 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. **An opportunity for site visit will follow the pre-bid conference.**

## ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

## ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **FIVE [5]** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and 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 released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ~~30~~**15** days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that 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 Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

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

## ARTICLE 9 – CONTRACT TIMES

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

## **ARTICLE 10 – LIQUIDATED DAMAGES**

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

## **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

## ARTICLE 13 – PREPARATION OF BID

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

## ARTICLE 14 – BASIS OF BID

- 14.01 *Base Bid ~~with Alternates~~*
- A. Bidders shall submit a Bid on a lump sum and unit price basis for the base Bid ~~and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.~~
  - B. ~~In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.~~

~~C.~~ Bidders shall submit a Bid on a lump sum basis for each item of Work listed in the lump sum unit price section of the Bid Form.

~~D.B.~~ Bidders shall submit a Bid on a lump sum and unit price basis for each item of Work listed in the unit price section of the Bid Form.

~~E.C.~~ The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all lump sum and unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

~~F.D.~~ 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.

#### Force Account

~~Bidders shall include the Force Account lump sum listed in the Bid Form in their base Bid.~~

#### ~~14.02 Allowances~~

~~For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.~~

### ARTICLE 15 – SUBMITTAL OF BID

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

~~15.02~~15.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title ~~(and, if applicable, the designated portion of the Project for which the Bid is submitted)~~, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. ALL BIDS must be delivered by hand if a Bid is sent by mail or other acceptable delivery system (Fed-x or UPS), U.S. Postal Service will not be accepted, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." ~~A mailed Bid~~s shall be delivered addressed to Teton County Engineering. The address for hand delivery or other acceptable delivery system is 320 South King Street, Jackson, WY, 83002.

~~15.03~~15.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security 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 total 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 will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, ~~and such alternates,~~ unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. For the determination of the apparent Apparent low-Low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items. Pursuant to Wyoming Statutes (W.S.) 16-6-102, a five percent (5%) bid preference will

apply to bids from Wyoming Resident Contractors. All bidders shall comply with the "Preference for State Laborers/Wyoming Preference Act of 1971" (W.S. 16-6-203).

- ~~C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~
- ~~D. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder specified time of Substantial Completion (in calendar days) times the rate for liquidated damages [or other Owner-designated daily rate] (in dollars per day).~~
- ~~E. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents. Bidders must hold a Town of Jackson Contractor's License at the time of contract award.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

## ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, ~~as may be modified by the Supplementary Conditions,~~ sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## ARTICLE 21 – SIGNING OF AGREEMENT

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

REVISED IFB CONTRACT DRAWINGS

# TETON COUNTY LANDFILL CLOSURE PROJECT



Prepared for:



Teton County  
Jackson, Wyoming

Prepared by:



Golder Associates Inc.  
44 Union Boulevard, Suite 300  
Lakewood, Colorado USA 80228

DRAWING LIST		
DRAWING NO.	TITLE	REVISION
1	COVER SHEET	C
2	OVERALL SITE PLAN	C
3	EXISTING CONDITIONS	C
4	TRANSFER STATION AREA	C
5	4A FINAL GRADING PLAN SHEET 1 OF 2	C
6	4A FINAL GRADING PLAN SHEET 2 OF 2	C
7	CROSS SECTIONS A-D	C
8	DETAILS SHEET 1 OF 2	C
9	DETAILS SHEET 2 OF 2	C

SEAL

CLIENT  
TETON COUNTY  
JACKSON, WYOMING

PROJECT  
TETON COUNTY  
LANDFILL CLOSURE PROJECT

CONSULTANT



GOLDER ASSOCIATES INC.  
44 UNION BLVD, SUITE 300  
LAKEWOOD, COLORADO  
USA  
[+1] (303) 980 0540  
www.golder.com

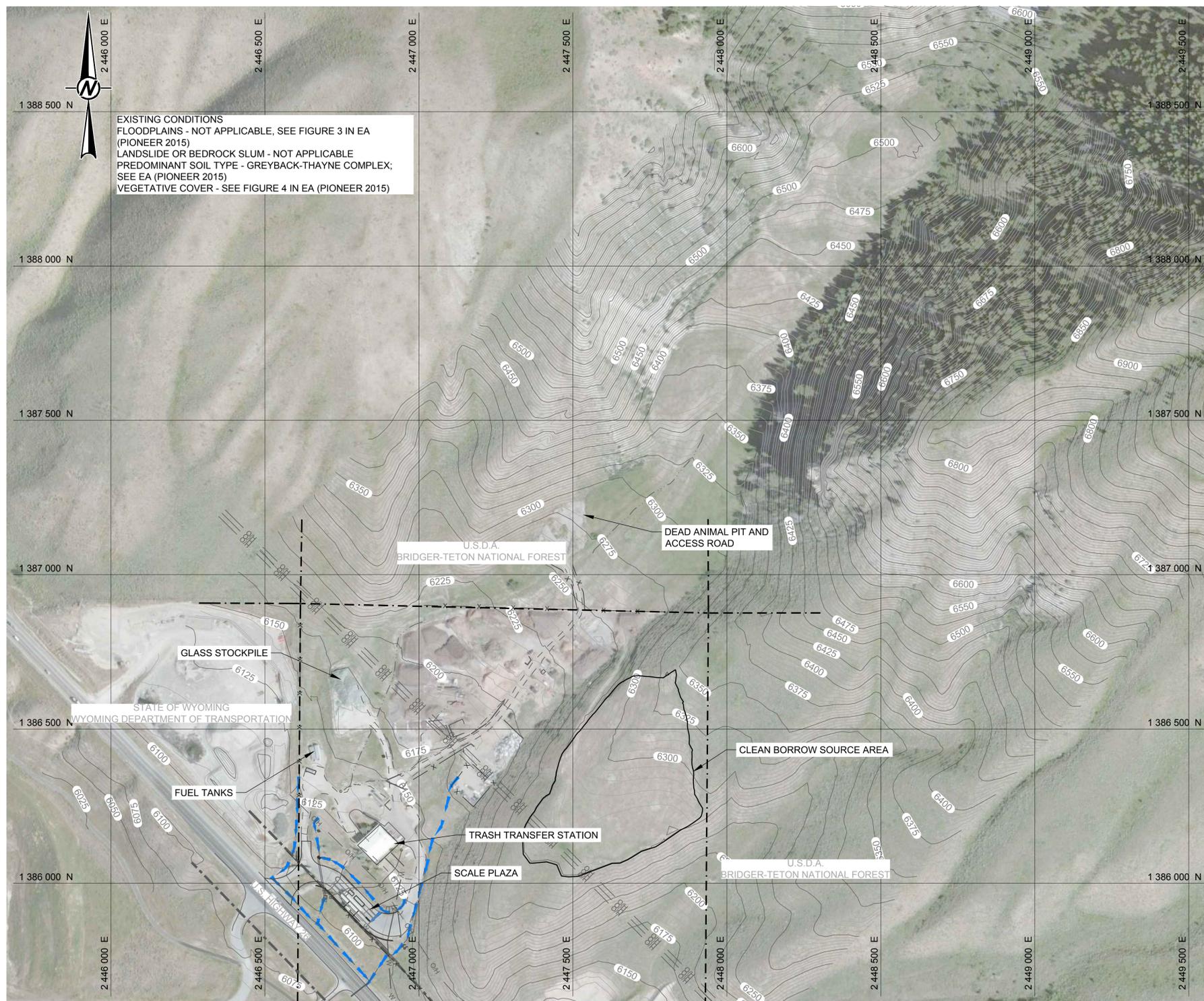
TITLE  
COVER SHEET

PROJECT NO.  
12381604A

REV. of DRAWING  
C of 1

REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED
C	2019-02-11	ISSUED FOR BID	NKR	NKR	MEM	MEM
B	2019-01-08	ISSUED FOR BID	NKR	NKR	MEM	MEM
A	2018-12-19	ISSUED FOR CLIENT REVIEW	NKR	NKR	MEM	MEM

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EXISTING CONDITIONS  
 FLOODPLAINS - NOT APPLICABLE, SEE FIGURE 3 IN EA (PIONEER 2015)  
 LANDSLIDE OR BEDROCK SLUM - NOT APPLICABLE  
 PREDOMINANT SOIL TYPE - GREYBACK-THAYNE COMPLEX; SEE EA (PIONEER 2015)  
 VEGETATIVE COVER - SEE FIGURE 4 IN EA (PIONEER 2015)

**LEGEND**

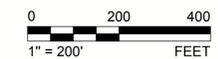
- 6240 EXISTING GROUND TOPOGRAPHY (REF 2.)
- PROPERTY BOUNDARY
- EXISTING FENCE
- EXISTING WATER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING UNDERGROUND POWER LINE
- EXISTING ROAD FLOWLINE
- EXISTING GEI FLOWLINE
- EXISTING RIGHT-OF-WAY
- APPROXIMATE AREA FOR WASTE MANAGEMENT, DIVERSION, AND COMPOSTING ACTIVE OPERATING AREA
- EXISTING GROUNDWATER WELL
- EXISTING MONITORING WELL (DRY)
- EXISTING METHANE MONITORING WELL
- DEAD ANIMAL PIT AND ACCESS ROAD
- EXISTING DRAINAGE

**REFERENCES**

1. THE WORK WILL BE COMPLETED AT AN OPERATIONAL TRANSFER STATION AND COMPOSTING FACILITY. THE TETON COUNTY TRANSFER STATION RECEIVES WASTE SIX DAYS PER WEEK (MONDAY THROUGH SATURDAY), AND WILL MAINTAIN CONTINUOUS SCALE HOUSE, TRANSFER STATION, COMPOSTING, AND WASTE DIVERSION OPERATIONS DURING THE DURATION OF THE CONTRACT.
2. THE WORK UNDER THIS CONTRACT REQUIRES SPECIAL ATTENTION TO THE SCHEDULING AND CONDUCT OF THE WORK IN CONNECTION WITH EXISTING OPERATIONS. THE CONTRACTOR SHALL VERIFY PROJECT CONDITIONS AND COORDINATION REQUIREMENTS PRIOR TO THE PERFORMANCE OF THE WORK.

**REFERENCES**

1. SITE LOCATION: WITHIN SECTIONS 22 AND 28, T40N, R116W, TETON COUNTY, WYOMING.
2. EXISTING GROUND TOPOGRAPHY PROVIDED BY ECS ENGINEERS, LLC. TOPOGRAPHY IS A COMPOSITE OF THE TRANSFER STATION SURVEY PROVIDED BY TETON COUNTY ON MARCH 19, 2012, A SURVEY CONDUCTED BY ECS ENGINEERS, LLC ON MAY 2012, AND PHASE I TRANSFER STATION DESIGN FROM GORDON ENVIRONMENTAL, INC., MARCH 24, 2015.
3. THE COORDINATE SYSTEM IS WGS, VERTICAL DATUM NGVD-29.4.



REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED
C	2019-02-11	ISSUED FOR BID	NKR	NKR	MEM	MEM
B	2019-01-08	ISSUED FOR BID	NKR	NKR	MEM	MEM
A	2018-12-19	ISSUED FOR CLIENT REVIEW	NKR	NKR	MEM	MEM

SEAL

CLIENT  
**TETON COUNTY**  
 JACKSON, WYOMING

CONSULTANT



GOLDER ASSOCIATES INC.  
 44 UNION BLVD, SUITE 300  
 LAKEWOOD, COLORADO  
 USA  
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 www.golder.com

PROJECT  
**TETON COUNTY**  
 LANDFILL CLOSURE PROJECT

TITLE  
**OVERALL SITE PLAN**

PROJECT NO.  
**12381604A**

REV. of DRAWING  
**C of 2**

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- LEGEND**
- EXISTING GROUND TOPOGRAPHY (REF 2)
  - PROPERTY BOUNDARY
  - EXISTING FENCE
  - EXISTING WATER LINE
  - EXISTING OVERHEAD POWER LINE
  - EXISTING UNDERGROUND POWER LINE
  - EXISTING ROAD FLOWLINE
  - EXISTING GEI FLOWLINE
  - EXISTING RIGHT-OF-WAY
  - APPROXIMATE AREA FOR WASTE MANAGEMENT, DIVERSION, AND COMPOSTING ACTIVE OPERATING AREA
  - CLOSURE PERMIT BOUNDARY
  - TRANSFER STATION PERMIT BOUNDARY
  - EXISTING GROUNDWATER WELL
  - EXISTING MONITORING WELL (DRY)
  - EXISTING METHANE MONITORING WELL
  - DEAD ANIMAL PIT AND ACCESS ROAD

- REFERENCES**
1. SITE LOCATION: WITHIN SECTIONS 22 AND 28, T40N, R116W, TETON COUNTY, WYOMING.
  2. EXISTING GROUND TOPOGRAPHY AND AERIAL IMAGERY PROVIDED BY TRIHYDRO CORPORATION ON SEPTEMBER 25, 2018.
  3. THE COORDINATE SYSTEM IS WGS, VERTICAL DATUM NGVD-29.4.

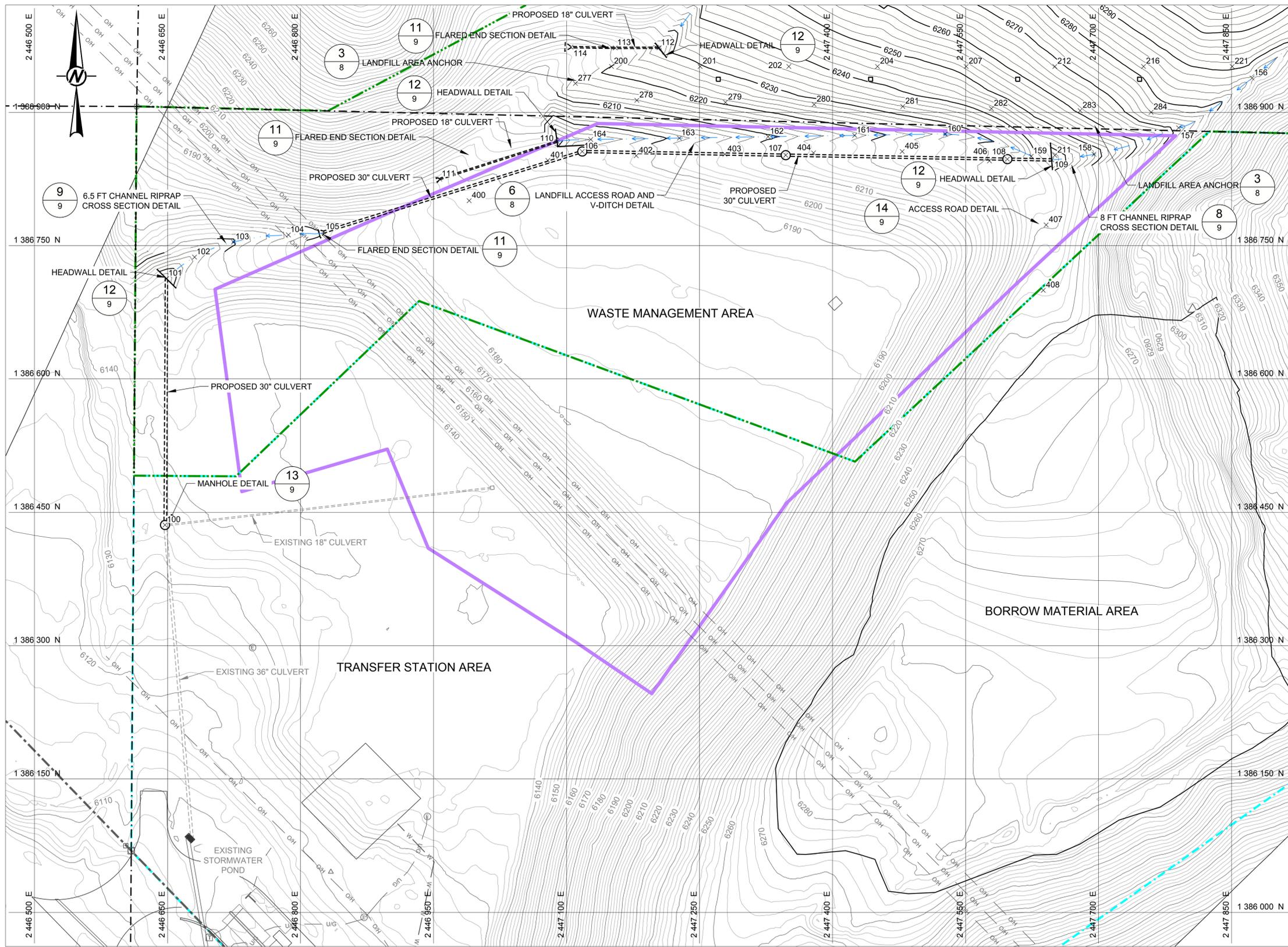


REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED
C	2019-02-11	ISSUED FOR BID	NKR	NKR	MEM	MEM
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A	2018-12-19	ISSUED FOR CLIENT REVIEW	NKR	NKR	MEM	MEM

<p>SEAL</p> <p>CLIENT <b>TETON COUNTY JACKSON, WYOMING</b></p> <p>CONSULTANT</p> <p style="text-align: center;"></p>	<p>PROJECT <b>TETON COUNTY LANDFILL CLOSURE PROJECT</b></p> <p>TITLE <b>EXISTING CONDITIONS</b></p> <p>PROJECT NO. <b>12381604A</b></p> <p>REV. of DRAWING <b>C of 3</b></p>	<p>GOLDER ASSOCIATES INC. 44 UNION BLVD, SUITE 300 LAKEWOOD, COLORADO USA [+1] (303) 980 0540 www.golder.com</p>
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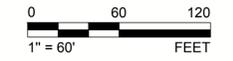
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**LEGEND**

	EXISTING GROUND TOPOGRAPHY (REF 2.)
	PROPERTY GROUND TOPOGRAPHY
	PROPERTY BOUNDARY
	WASTE MANAGEMENT, DIVERSION, AND COMPOSTING ACTIVE OPERATING AREA
	CLOSURE PERMIT BOUNDARY
	TRANSFER STATION PERMIT BOUNDARY
	PASSIVE GAS VENT
	CONTROL POINT
	STORMWATER FLOW PATH
	EXISTING CULVERT
	PROPOSED CULVERT
	PROPOSED MANHOLE

- REFERENCES**
- SITE LOCATION: WITHIN SECTIONS 22 AND 28, T40N, R16W, TETON COUNTY, WYOMING.
  - EXISTING GROUND TOPOGRAPHY AND AERIAL IMAGERY PROVIDED BY TRIHYDRO CORPORATION ON SEPTEMBER 25, 2018.
  - THE COORDINATE SYSTEM IS WGS, VERTICAL DATUM NGVD-29.4.



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B	2019-01-08	ISSUED FOR BID	NKR	NKR	MEM	MEM	
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REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED	

SEAL

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JACKSON, WYOMING

CONSULTANT

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PROJECT  
TETON COUNTY  
LANDFILL CLOSURE PROJECT

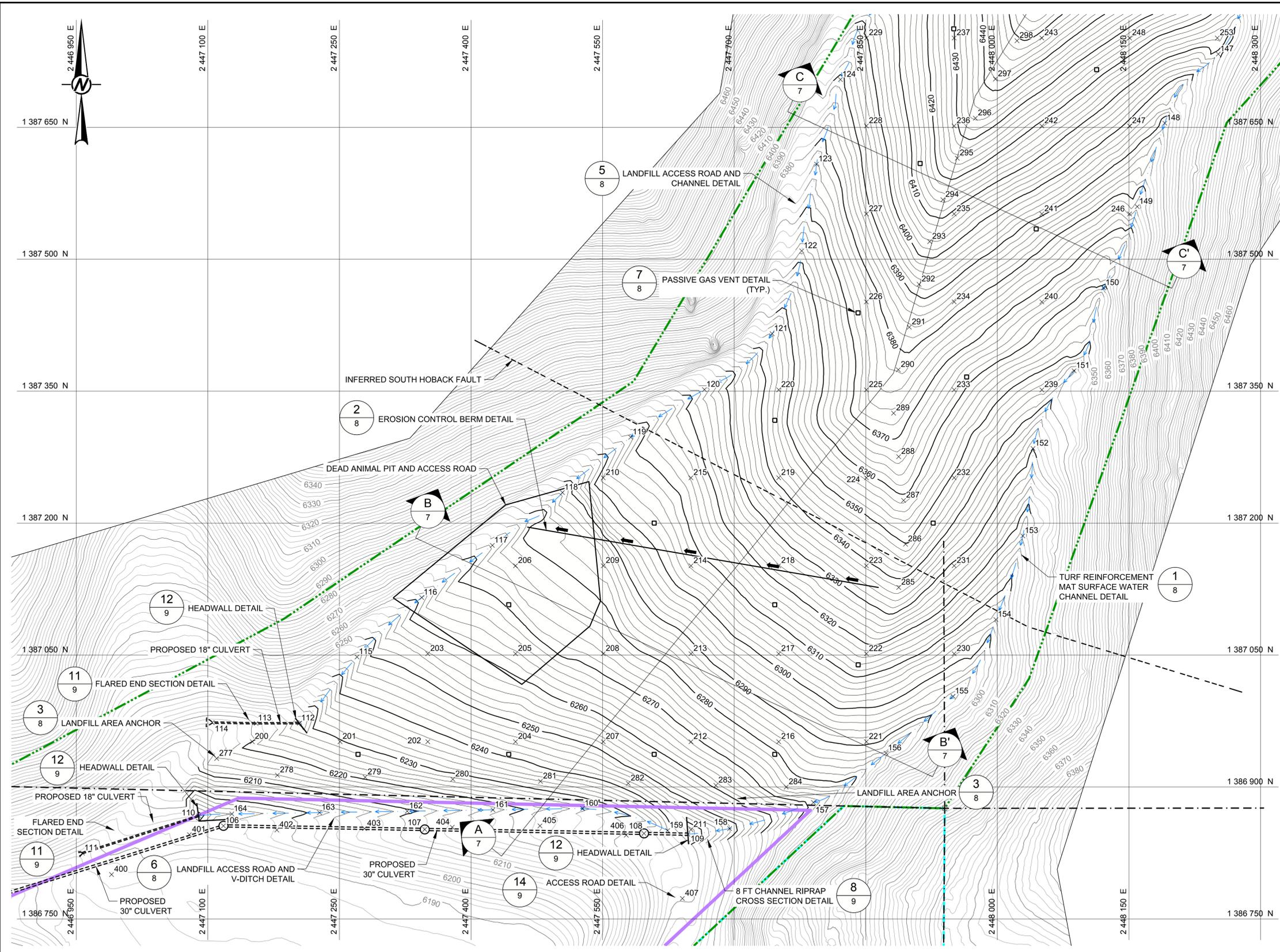
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**TRANSFER STATION AREA**

PROJECT NO.  
12381604A

REV. of DRAWING  
C of 4

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**LEGEND**

- EXISTING GROUND TOPOGRAPHY (REF 2.)
- PROPERTY GROUND TOPOGRAPHY
- PROPERTY BOUNDARY
- WASTE MANAGEMENT, DIVERSION, AND COMPOSTING ACTIVE OPERATING AREA
- CLOSURE PERMIT BOUNDARY
- TRANSFER STATION PERMIT BOUNDARY
- DEAD ANIMAL PIT AND ACCESS ROAD
- PASSIVE GAS VENT
- CONTROL POINT
- STORMWATER FLOW PATH
- PROPOSED CULVERT
- PROPOSED MANHOLE
- EROSION CONTROL BERM

**ANIMAL PIT QUANTITIES:**  
 FILL VOLUME = 2,650 cu yd  
 GEOMEMBRANE = 24,000 sq ft

- REFERENCES**
1. SITE LOCATION: WITHIN SECTIONS 22 AND 28, T40N, R16W, TETON COUNTY, WYOMING.
  2. EXISTING GROUND TOPOGRAPHY AND AERIAL IMAGERY PROVIDED BY TRIHYDRO CORPORATION ON SEPTEMBER 25, 2018.
  3. THE COORDINATE SYSTEM IS WGS, VERTICAL DATUM NGVD-29.4.
  4. FINAL COVER TO BE BROUGHT TO EDGE OF DEAD ANIMAL AND ACCESS ROAD AND TERMINATED AS DIRECTED BY CQA MANAGER.
  5. ANIMAL PIT AND ACCESS ROAD TO BE FILLED AND GRADED TO SUBGRADE ELEVATIONS AND FINAL COVER PLACED OVER AREA.



C	2019-02-11	ISSUED FOR BID	NKR	NKR	MEM	MEM
B	2019-01-08	ISSUED FOR BID	NKR	NKR	MEM	MEM
A	2018-12-19	ISSUED FOR CLIENT REVIEW	NKR	NKR	MEM	MEM
REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED

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PROJECT  
**TETON COUNTY**  
**LANDFILL CLOSURE PROJECT**

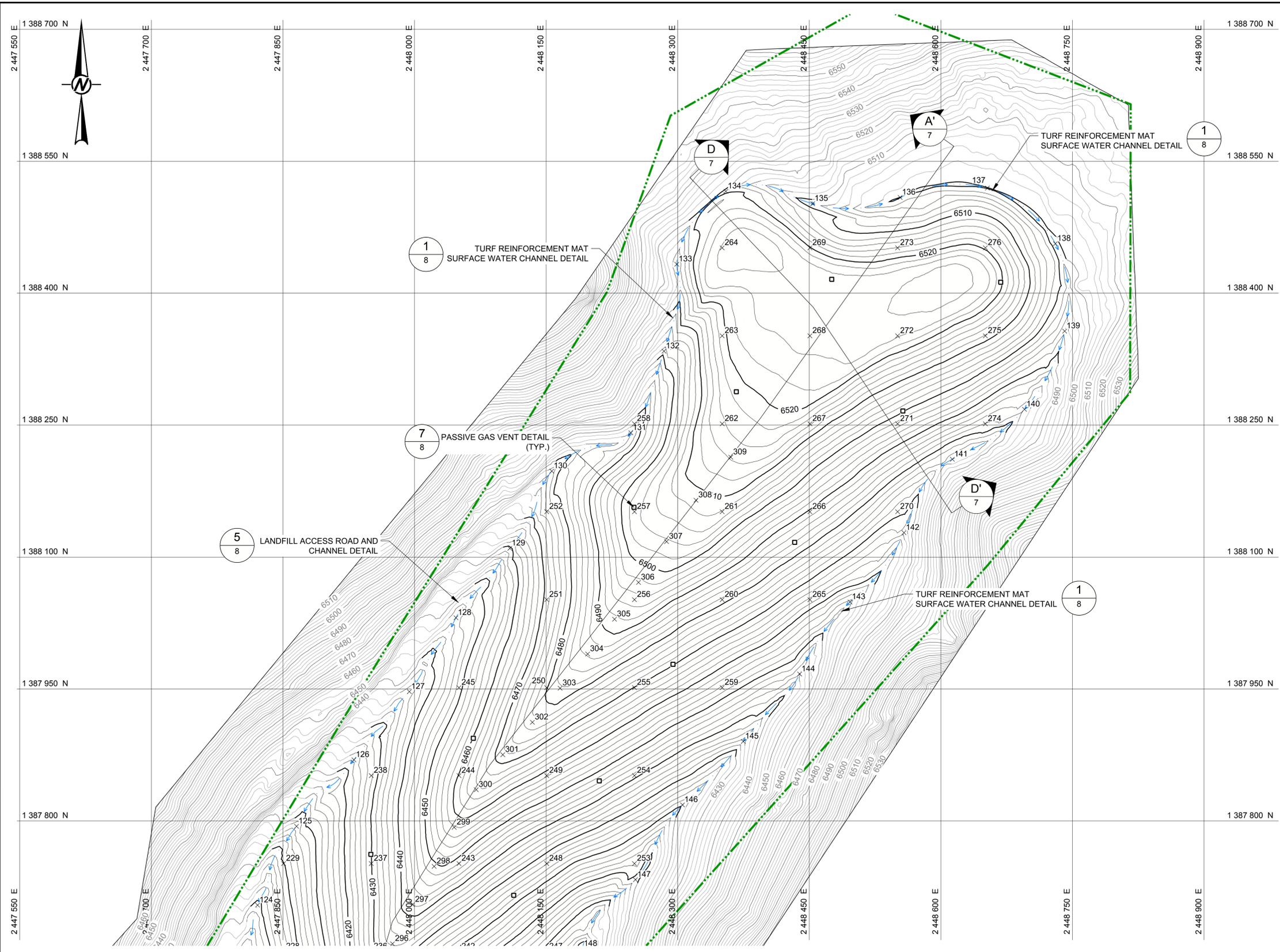
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PROJECT NO.  
**12381604A**

REV. of DRAWING  
**C of 5**

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**LEGEND**

	EXISTING GROUND TOPOGRAPHY (REF 2.)
	PROPERTY GROUND TOPOGRAPHY
	CLOSURE PERMIT BOUNDARY
	PASSIVE GAS VENT
	CONTROL POINT
	STORMWATER FLOW PATH

- REFERENCES**
- SITE LOCATION: WITHIN SECTIONS 22 AND 28, T40N, R16W, TETON COUNTY, WYOMING.
  - EXISTING GROUND TOPOGRAPHY AND AERIAL IMAGERY PROVIDED BY TRIHYDRO CORPORATION ON SEPTEMBER 25, 2018.
  - THE COORDINATE SYSTEM IS WGS, VERTICAL DATUM NGVD-29.4.



C	2019-02-11	ISSUED FOR BID	NKR	NKR	MEM	MEM	
B	2019-01-08	ISSUED FOR BID	NKR	NKR	MEM	MEM	
A	2018-12-19	ISSUED FOR CLIENT REVIEW	NKR	NKR	MEM	MEM	
REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED	

SEAL

CLIENT  
TETON COUNTY  
JACKSON, WYOMING



CONSULTANT  
GOLDER ASSOCIATES INC.  
44 UNION BLVD, SUITE 300  
LAKEWOOD, COLORADO  
USA  
[+1] (303) 980 0540  
www.golder.com

PROJECT  
TETON COUNTY  
LANDFILL CLOSURE PROJECT

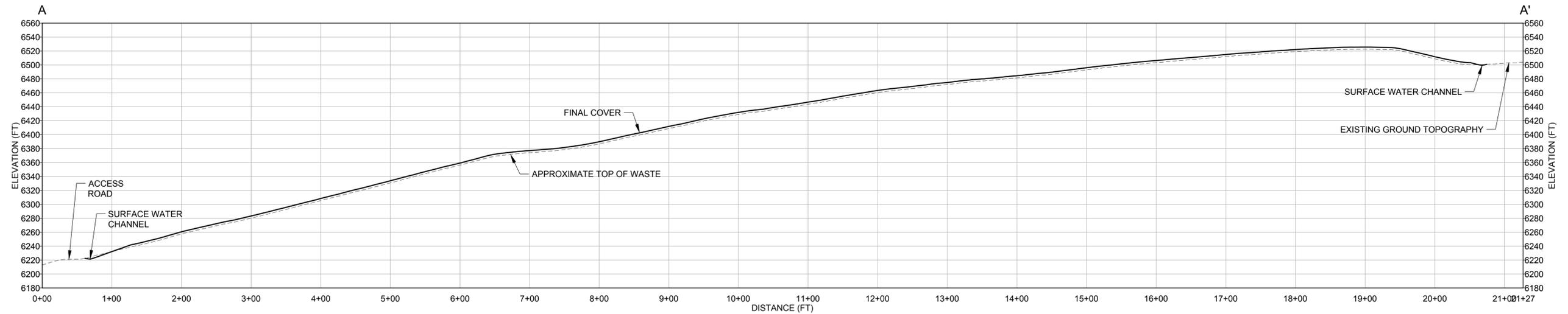
TITLE  
**4A FINAL GRADING PLAN SHEET 2 OF 2**

PROJECT NO.  
12381604A

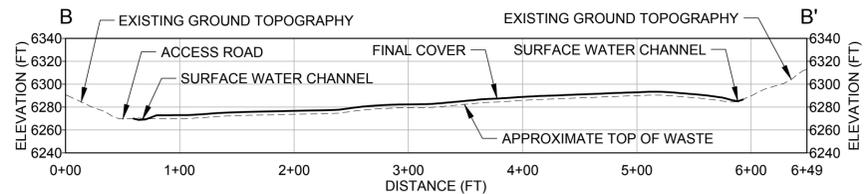
REV. of DRAWING  
C of 6

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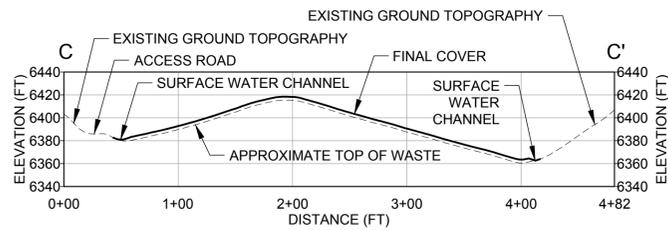
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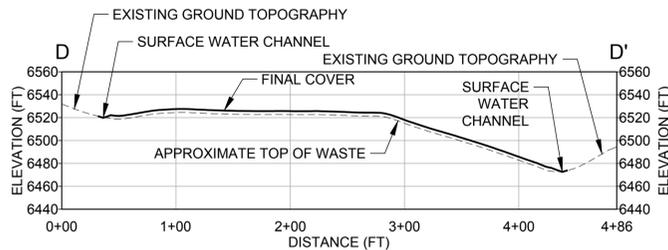
SCALE 1" = 80' **A** CROSS SECTION A-A'  
5 6



SCALE 1" = 80' **B** CROSS SECTION B-B'  
5



SCALE 1" = 80' **C** CROSS SECTION C-C'  
5



SCALE 1" = 80' **D** CROSS SECTION D-D'  
6



SEAL

CLIENT  
TETON COUNTY  
JACKSON, WYOMING

PROJECT  
TETON COUNTY  
LANDFILL CLOSURE PROJECT

CONSULTANT

GOLDER ASSOCIATES INC.  
44 UNION BLVD, SUITE 300  
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TITLE  
**CROSS SECTIONS A-D**

REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED
C	2019-02-11	ISSUED FOR BID	NKR	NKR	MEM	MEM
B	2019-01-08	ISSUED FOR BID	NKR	NKR	MEM	MEM
A	2018-12-19	ISSUED FOR CLIENT REVIEW	NKR	NKR	MEM	MEM

PROJECT NO.  
12381604A

REV. of DRAWING  
C of 7



IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM A3S D





REVISED BID FORM

**BID FORM**

**PROJECT IDENTIFICATION:** TETON COUNTY  
TETON COUNTY LANDFILL CLOSURE PROJECT

**CONTRACT ID & NUMBER:**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Owner Name: TETON COUNTY

1.02 This Bid is submitted by:

Bidder Name: \_\_\_\_\_

1.03 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, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

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

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

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

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

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**TETON COUNTY LANDFILL CLOSURE PROJECT**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price Total</b>
1	MOBILIZATION/ DEMOBILIZATION	LS	1		
2	PROCUREMENT AND INSTALLATION OF 50-MIL LLDPE GEOSYNTHETIC DRAIN LINER GEOMEMBRANE	SF	763,600		
3	PROCUREMENT AND INSTALLATION OF 8-OUNCE GEOTEXTILE	SF	11,690		
4	PROCUREMENT AND INSTALLATION OF 12-OUNCE GEOTEXTILE	SF	763,600		
5	PROCURE AND INSTALL 50- MIL LLDPE GEOMEMBRANE BOOTS AROUND PASSIVE VENTS	EA	25		
6	WASTE EXCAVATION AND PLACEMENT	CY	1,360		
7	VEGETATIVE COVER (STRUCTURAL FILL) EXCAVATION, HAULING AND PLACEMENT	CY	81,350		
8	SAND GAS VENTING LAYER, HAULING AND PLACEMENT	CY	13,945		
9	ANCHOR TRENCH	LF	5900		
10	PASSIVE GAS VENTS (HDPE)	EA	25		
11	FINISH GRADING WORK ON PERIMETER CHANNELS	LF	5900		
12	REVEGATATION	AC	19		
13	HEADWALL CULVERT ENTRANCES	EA	4		
14	ASPHALT SURFACING OF HAUL ROAD	SF	31,072		
15	PRECAST SURFACE WATER MANHOLE STRUCTURE	EA	4		

16	EXCAVATE, HAUL, AND PLACE STRUCTURAL FILL FOR ADD-ON BERMS	LF	413		
17	DRAINAGE CULVERT PIPE (18-INCH CMP)	LF	245		
18	DRAINAGE CULVERT PIPE (30-INCH)	LF	1,110		
19	RIP RAP	CY	800		
20	IMPROVEMENTS TO EXISTING STORMWATER POND	LS	1		
21	TURF REINFORCEMENT MAT	SF	29,188		
<b>TOTAL ESTIMATED SCHEDULE 1 BASE BID</b>				<b>\$</b>	

5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

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

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a Bid Bond.
- B. Wyoming Residency Certificate: Yes\_\_\_\_ No\_\_\_\_\_;
- C. Tabulation of Subcontractors, Suppliers, and other individuals and entities; and
- D. Required Bidder Qualification Statement with supporting data.

#### **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 FULL BIDDER NAME:

By: \_\_\_\_\_  
[Signature] \_\_\_\_\_

[Printed name] \_\_\_\_\_ Title: \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
[Signature] \_\_\_\_\_

[Printed name] \_\_\_\_\_ Title: \_\_\_\_\_

9.02 Submittal Date: \_\_\_\_\_

9.03 Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

e-mail address: \_\_\_\_\_

REVISED MEASUREMENT AND PAYMENT SECTION

## SECTION 01 22 13

### MEASUREMENT AND PAYMENT

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION

- A. This Section describes how unit price items will be measured and paid for when making progress and final payment. WORK to be measured, unit of measurement, and measurement procedures are described for each unit price pay item listed in Section 00410 – Bid Form.
- B. Unit price pay items listed in Article 1.5 of this Section refer to and are the same pay items listed in Section 00410 – Bid Form, and constitute all pay items for completing the WORK. Compensation for all services, items, materials, and equipment required to complete the WORK shall be included in the unit prices stipulated for the pay items listed in this Section and included in the Contract.
- C. Each unit price shall include an amount considered by the CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- D. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, CONTRACTOR's field offices, layout surveys, progress payment surveys, project signs, sanitary requirements, testing, safety provisions and safety devices, submittals and record drawings, water supplies, power and fuel, traffic maintenance, removal of waste, security, coordination with OWNER's or other CONTRACTOR's operations, information technology (including hardware, software, and services) required during construction, bonds, insurance, or other requirements of the General Conditions, Supplementary Conditions, and the Contract Requirements. Compensation for all services, items, materials, and equipment shall be included in prices stipulated for the lump sum and unit price pay items listed in this Section and included in the Contract.

##### 1.2 RELATED PROVISIONS

- A. Section 00410 – Bid Form
- B. Payments to CONTRACTOR: Refer to General Conditions, Supplementary Conditions, and the Agreement.

##### 1.3 ENGINEER'S ESTIMATE OF QUANTITIES

- A. ENGINEER's estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. OWNER does not expressly or by implication agree that the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity, as OWNER may deem necessary. CONTRACTOR shall be entitled to adjustments in unit prices as a result of changes to an estimated quantity as specified in Article 13.03.E of the Supplementary Conditions.

##### 1.4 PAYMENT

- A. 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 CQA MANAGER 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 Agreement. Pay applications shall be submitted to the CQA MANAGER for review and within 10 days will submit a written recommendation for payment to the OWNER or return the application to CONTRACTOR with written reasons for refusing to recommend payment.

- B. OWNER will make progress payments as defined in Article 6 of the Agreement.

## 1.5 BID ITEMS

- A. Item 1 – Mobilization/Demobilization
1. PAYMENT: Full compensation for all costs required to mobilize and demobilize all labor, materials, equipment, tools, field offices, access, portable facilities, parts, trailers, fuel tanks, sanitary facilities and other incidentals required to perform the WORK, including but not limited to insurance and bonding, locating/verification of existing utilities, construction permits and fees, construction Stormwater Pollution Prevention Plan (SWPPP), dust control, installation and maintenance of temporary erosion control, site administration expenses, utilities to the job trailer including power, telephone, etc., incidental surveying not included under other items, and clean-up of the job site to the satisfaction of the OWNER.
  2. UNIT OF MEASURE: Lump sum. Payment shall be made at the lump sum price, not to exceed 10% of the total bid price, at the rate of 50% of the lump sum price with the first invoice and 50% following Substantial Completion of the Contract.
  3. MEASUREMENT: There shall be no measurement for payment.
- B. Item 2 – Procurement and Installation of 50-mil LLDPE geosynthetic drain liner geomembrane (manufactured by Agru, with underside of drain liner textured)
1. PAYMENT: Full compensation for all costs to procure, deploy, and install geomembrane, testing, welding, and all labor, equipment, performing tie-ins to existing liner, and all other incidentals required to perform the WORK to the lines and grades as shown in the DRAWINGS and discussed in the SPECIFICATIONS and CQA Manual. CONTRACTOR is responsible for providing deployment equipment. CONTRACTOR is responsible for verifying and procuring actual quantities necessary for construction. A geomembrane panel layout must be provided prior to start of WORK. CONTRACTOR must also provide a record drawing showing panel number, seams, and destructive test locations.
  2. UNIT OF MEASURE: Square footage of LLDPE geomembrane installed.
  3. MEASUREMENT: The total quantity of LLDPE geomembrane for which payment shall be made shall be the square footage of geomembrane installed as determined by field surveys performed by the CONTRACTOR.
- C. Item 3 – Procurement and Installation of 8-Ounce Geotextile
1. PAYMENT: Full compensation for all costs to procure, deploy, and install geotextile below rip rap; testing; welding; and all labor, equipment, and all other incidentals required to perform the WORK to the lines and grades as shown in the DRAWINGS and discussed in the SPECIFICATIONS and CQA Manual. CONTRACTOR is responsible for providing deployment equipment. CONTRACTOR is responsible for verifying actual quantities necessary for construction.
  2. UNIT OF MEASURE: Square footage of geotextile installed.
  3. MEASUREMENT: The total quantity of geotextile for which payment shall be made shall be the square footage of geotextile installed as determined by field surveys performed by the CONTRACTOR.

- D. Item 4 – Procurement and Installation of 12-Ounce Geotextile
1. PAYMENT: Full compensation for all costs to procure, deploy, and install geotextile over geomembrane; testing; welding; and all labor, equipment, and all other incidentals required to perform the WORK to the lines and grades as shown in the DRAWINGS and discussed in the SPECIFICATIONS and CQA Manual. CONTRACTOR is responsible for providing deployment equipment. CONTRACTOR is responsible for verifying actual quantities necessary for construction.
  2. UNIT OF MEASURE: Square footage of geotextile installed.
  3. MEASUREMENT: The total quantity of geotextile for which payment shall be made shall be the square footage of geotextile installed as determined by field surveys performed by the CONTRACTOR.
- E. Item 5 – Procure and Install 50-mil LLDPE geosynthetic drain liner geomembrane boots around passive gas vents.
1. PAYMENT: Full compensation for all costs to deploy, and install geomembrane drain liner boots around the passive gas vents; testing; welding; and all labor, equipment, and all other incidentals required to perform the WORK to the lines and grades as shown in the DRAWINGS and according to Manufacturer's recommendations. CONTRACTOR is responsible for providing deployment equipment. CONTRACTOR is responsible for verifying and procuring actual quantities necessary for construction. Geomembrane material to be used for the passive gas vent boots is included in Item 2.
  2. UNIT OF MEASURE: Each.
  3. MEASUREMENT: The total quantity of passive gas vent boots for which payment shall be made shall be the total number of passive gas vent boots installed.
- F. Item 6 – Waste Excavation and Placement
1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidental costs associated with the excavation of soil, municipal solid waste, and construction and demolition (C&D) debris wastes materials within the waste footprint and placement of the materials within the waste footprint to establish the top of waste lines and grades as shown in the DRAWINGS including but not limited to clearing and grubbing, stripping and stockpiling topsoil, temporary stockpiling near the excavation area, hauling from excavation areas to fill placement areas, maintaining safe excavation slopes, and maintaining full-time survey control. The CONTRACTOR shall supply a survey prior to waste excavation and an as-built survey of the top of waste grades following waste excavation for payment.
  2. UNIT OF MEASURE: Cubic yardage of material excavated within the waste footprint.
  3. MEASUREMENT: The total quantity of waste excavation and placement for which payment shall be made under this Bid Item shall be computed by field survey of the waste excavation footprint areas prior to and after waste excavation operations.
- G. Item 7 – Vegetative Cover (Structural Fill) Soil Excavation, Hauling, and Placement
1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals associated with excavation of structural fill from the on-site borrow area located to the southwest of the landfill property, hauling to the fill placement areas, placing structural fill soil as required to perform the WORK to the lines and grades as shown in the DRAWINGS and discussed in the SPECIFICATIONS for vegetative cover soil including but not limited to clearing and grubbing of the borrow area; stripping and stockpiling topsoil from the borrow area; development and maintenance of temporary haul roads as necessary; hauling from borrow area to fill placement areas; temporary stockpiles in the excavation or fill areas as necessary; providing traffic control as necessary; maintaining safe excavation slopes; and placing structural fill as necessary to achieve channel design depths and positive drainage toward the perimeter channels. The CONTRACTOR shall supply an as-built survey on a

- minimum 100 ft x 100 ft grid system, breakpoints, and along centerline of channels to verify top of waste grades to within the tolerances provided in the SPECIFICATIONS. Structural fill for backfilling the anchor trench is included in Item 8. Structural fill for backfilling the culvert trenches is included in Items 17 and 18.
2. UNIT OF MEASURE: Cubic yardage of structural fill soil placed as vegetative cover or other structural fill in-place.
  3. MEASUREMENT: The total quantity of structural fill excavation, hauling, and placement for vegetative cover or other structural fill for which payment shall be made under this Bid Item shall be computed by field survey prior to and after fill placement operations.
- H. Item 8 – Sand Gas Venting Layer Procurement, Hauling, Placement and Compaction
1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals associated with procurement and excavation of soil from off-site sources, hauling to the fill placement areas, placing sand gas venting layer by pushing sand with a dozer up the required slopes and as required to perform the WORK to the lines and grades as shown in the DRAWINGS and discussed in the SPECIFICATIONS including development and maintenance of temporary haul roads as necessary; hauling from the stockpile area to fill placement areas; temporary stockpiles in the fill areas as necessary; providing traffic control as necessary; maintaining safe excavation slopes; placing sand gas venting layer as necessary to achieve required design thickness channel design depths and positive drainage toward the perimeter channels; and compacting and grading of the sand gas venting layer. The CONTRACTOR shall supply field measurements on a minimum 100 ft x 100 ft grid system and at breakpoints that verify the required thickness of the sand gas venting layer to within the tolerances provided in the SPECIFICATIONS.
  2. UNIT OF MEASURE: Cubic yardage of sand gas venting layer fill soil in-place.
  3. MEASUREMENT: The total quantity of sand gas venting layer excavation, hauling, and placement for which payment shall be made under this Bid Item shall be computed by multiplying the required thickness of the layer times the area over which it is placed.
- I. Item 9 – Anchor Trench
1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals associated with geomembrane anchor trench construction as required to perform the WORK to the lines and grades as shown in the DRAWINGS and discussed in the SPECIFICATIONS including but not limited to excavating the anchor trench, backfilling the anchor trench with structural fill, and coordinating with the CQA MANAGER.
  2. UNIT OF MEASURE: Lineal footage of anchor trench constructed.
  3. MEASUREMENT: The total quantity of anchor trench for which payment shall be made shall be made by field measurement along the inner crest of the anchor trench nearest the landfill.
- J. Item 10 – Passive Gas Vents
1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals associated with the installation of passive gas vents in the final cover as shown on the DRAWINGS including but not limited to furnishing and installing aluminum turbine top, 6-inch solid HDPE pipe, 6-inch perforated HDPE pipe, neoprene gaskets, stainless steel pipe clamps, and washed pea gravel; providing as-built survey; and coordinating with the CQA MANAGER.
  2. UNIT OF MEASURE: Each.
  3. MEASUREMENT: The total quantity of passive gas vents for which payment shall be made shall be the total number of passive gas vents installed.
- K. Item 11 – Finish Grading Work on Perimeter Channels
1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals required to finish grade the perimeter channels to within  $\pm 0.2$  feet along

the line and  $\pm 0.1$  feet of the grade shown on the DRAWINGS, including survey control. The earthwork associated with the development of the perimeter channels is included under Items 6 and 7.

2. UNIT OF MEASURE: Lineal feet of channels finish graded.
3. MEASUREMENT: The total quantity of channel for which payment shall be made shall be determined by field survey of field measurement along the centerline of the channels.

L. Item 12 – Revegetation

1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals required to revegetate the final cover, perimeter channels, and adjacent areas as shown on the DRAWINGS including but not limited to amending the top 6 inches of soil with organic material available from on-site and as described in the SPECIFICATIONS; preparing the seedbed; and providing and placing the seed mix, mulch, and/or tackifier as specified.
2. UNIT OF MEASURE: Acre, or part thereof.
3. MEASUREMENT: The total quantity of revegetation for which payment shall be made shall be determined from field survey.

M. Item 13 – Headwall Culvert Entrances

1. PAYMENT: Full compensation for all labor, materials, equipment, and incidentals required to provide headwall culvert entrances (headwall) as shown on DRAWINGS. The headwalls shall be cast-in place reinforced concrete and use Federal Highway Administration (FHWA) Standard Plan 601-4 for the designs and shall be constructed as shown in Standard Plan 601-4 and as shown on the drawings. The work will include the connection between culvert pipe and headwall, survey control, excavation to place the aggregate base materials, procurement and installation of aggregate base materials, sealing culvert pipe to headwall, soil backfill and compaction, general surface restoration, and any other work deemed necessary to complete the Work as directed by the OWNER's REPRESENTATIVE and as shown in the DRAWINGS.
2. UNIT OF MEASURE: Each
3. MEASUREMENT: There shall be no measurement for payment.

N. Item 14 – Asphalt Surfacing of Haul Roads

1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals associated the procurement, hauling, placement, and compaction of the asphalt surfacing road section as shown on the DRAWINGS and required by the Contract Documents and as directed by the OWNER's REPRESENTATIVE.
2. UNIT OF MEASURE: Square foot of haul road over which the asphalt road section is placed.
3. MEASUREMENT: The total quantity of asphalt surfacing of haul roads for which payment shall be made by measured the square foot of haul road over which the asphalt road section is placed as shown in the DRAWINGS.

O. Item 15 – Precast Surface Water Manhole Structure

1. PAYMENT: Full compensation for all labor, materials, equipment, and incidentals required to furnish, haul, deliver, and install the surface water manhole structures as required by the Contract Documents and Wyoming Department of Transportation (WDOT) Standard Plan Number 625-3, including excavation, compaction, furnishing and installing bedding material, lifting and placement of structure, providing connection and sealing culvert pipe, backfilling, general surface restoration, survey control, and any other work deemed necessary to complete the Work as directed by the OWNER's REPRESENTATIVE.

2. UNIT OF MEASURE: Each
3. MEASUREMENT: There shall be no measurement for payment.

P. Item 16 – Excavate, Haul, and Place Structural Fill for Add-on Berms

1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidental costs required to excavate Structural Fill from on-site borrow area, haul, and place the Structural Fill for the Add-on Berms ; including final grading to obtain add-on berm configuration as shown on the drawings, maintaining safe excavation and fill slopes, development and maintenance of temporary haul roads, development of temporary stormwater channel grades (if necessary), providing traffic control as necessary, maintaining full-time survey control, and coordination with OWNER's REPRESENTATIVE.
2. UNIT OF MEASURE: Linear foot of Add-on berm placed.
3. MEASUREMENT: The quantity of add-on berm placed for which payment shall be made shall be determined by field survey of the length of the add-on berm.

Q. Item 17 – Drainage Culvert Pipe (18-inch CMP)

1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals associated the construction of the 18-inch CMP drainage culvert pipe as shown in the Contract Documents, including survey control, trench excavation, furnishing and installing pipe bedding, installing pipe (pipe will be provided by OWNER) including flared end sections, bends, fittings, and appurtenances, providing connections to structures and end sections, backfilling trench, and any other work deemed necessary to complete the Work as directed by the OWNER's REPRESENTATIVE..
2. UNIT OF MEASURE: Linear footage of pipe installed.
3. MEASUREMENT: The total quantity of culvert pipe for which payment shall be made shall be determined by field measurement along the centerline of the pipe prior to trench backfill.

R. Item 18 – Drainage Culvert Pipe (30-inch CMP)

1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals associated the construction of the 30-inch CMP drainage culvert pipe as shown in the Contract Documents, including survey control, trench excavation, furnishing and installing pipe bedding, furnishing and installing pipe including flared end sections, bends, fittings, and appurtenances, providing connections to structures and end sections, backfilling trench, and any other work deemed necessary to complete the Work as directed by the OWNER's REPRESENTATIVE..
2. UNIT OF MEASURE: Linear footage of pipe installed.
3. MEASUREMENT: The total quantity of culvert pipe for which payment shall be made shall be determined by field measurement along the centerline of the pipe prior to trench backfill.

S. Item 19 – Riprap

1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals associated the procurement, hauling, and placement of riprap as required by the Contract Documents, including fine grading of area, placement on top of geotextile fabric and any other work deemed necessary to complete the Work as shown on the drawings and directed by the OWNER's REPRESENTATIVE. There is a source of approximately 100 tons of rip rap onsite that can be used for this item.
2. UNIT OF MEASURE: Cubic Yards of riprap
3. MEASUREMENT: The total quantity of riprap for which payment shall be made shall be determined by verification of actual weight of riprap delivered and placed within the limits shown in the Contract Documents.

- T. Item 20 – Improvements to Existing Stormwater Pond
1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals associated the improvements to the existing stormwater pond. The improvements consist of extend existing box culvert to the N/NE approximately 45 LF, remove and salvage existing 36" CMP approximately 45 LF, relocate existing manhole and reconnect to box culvert and 36" CMP, re-grade basin to provide positive flow to manhole as directed by engineer and relocate existing dry-stack decorative block wall as directed by OWNER's REPRESENTATIVE.
  2. UNIT OF MEASURE: Lump sum
  3. MEASUREMENT: The lump sum will paid based upon the completion of all the items as described above.
- U. Item 21 – Turf Reinforcement Mat
1. PAYMENT: Full compensation for all labor, materials, equipment, and other incidentals associated with seeding and installation of turf reinforcement mat as shown on the DRAWINGS and as discussed in the SPECIFICATIONS and the manufacturer's installation guidelines including but not limited to amending the top 6 inches of soil with organic soil as described in the SPECIFICATIONS, furnishing and installing erosion control fabric, providing and placing the seed mix, and any other work or materials deemed necessary to complete the WORK as defined by the manufacturer or directed by the CQA ENGINEER. This Item applies only to areas where turf reinforcement mat is shown to be installed on the DRAWINGS. All revegetation outside of areas receiving turf reinforcement mat is incorporated in Item 12.
  2. UNIT OF MEASURE: Square footage of turf reinforcement mat installed.
  3. MEASUREMENT: The total quantity of turf reinforcement mat for which payment shall be made shall be the square footage of turf reinforcement mat installed as determined by field survey.

Unit Prices: The Unit Price Base Bid items shown below are consistent with the Unit Price items in the Bid Form Item 7.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

\*\*\*END OF SECTION\*\*\*

ENGINEER'S COST ESTIMATE

**Engineer's Estimate for Teton County Landfill Closure Project**

<b>ItemNo.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price Total</b>
1	MOBILIZATION/	LS	1	\$ 300,000.00	\$ 300,000.00
2	PROCUREMENT AND INSTALLATION OF 50-MIL LLDPE GEOSYNTHETIC DRAIN LINER GEOMEMBRANE	SF	763,600	\$ 0.72	\$ 549,792.00
3	PROCUREMENT AND INSTALLATION OF 8-OUNCE GEOTEXTILE	SF	11,690	\$ 0.30	\$ 3,507.00
4	PROCUREMENT AND INSTALLATION OF 12-OUNCE GEOTEXTILE	SF	763,600	\$ 0.32	\$ 244,352.00
5	PROCURE AND INSTALL 50-MIL LLDPE GEOMEMBRANE BOOTS AROUND PASSIVE VENTS	EA	25	\$ 250.00	\$ 6,250.00
6	WASTE EXCAVATION AND PLACEMENT	CY	1,360	\$ 5.00	\$ 6,800.00
7	VEGETATIVE COVER (STRUCTURAL FILL) EXCAVATION, HAULING AND PLACEMENT	CY	81,350	\$ 5.50	\$ 447,425.00
8	SAND GAS VENTING LAYER, HAULING AND PLACEMENT	CY	13,945	\$ 60.00	\$ 836,700.00
9	ANCHOR TRENCH	LF	5,900	\$ 6.00	\$ 35,400.00
10	PASSIVE GAS VENTS	EA	25	\$ 750.00	\$ 18,750.00
11	FINISH GRADING WORK ON PERIMETER CHANNELS	LF	5900	\$ 8.00	\$ 47,200.00
12	REVEGATATION	AC	19	\$ 4,000.00	\$ 76,000.00
13	HEADWALL CULVERT ENTRANCES	EA	4	\$ 5,000.00	\$ 20,000.00
14	ASPHALT SURFACING OF ROAD	SF	31,072	\$ 5.00	\$ 155,360.00
15	PRECAST SURFACE WATER MANHOLE STRUCTURE	EA	4	\$ 5,000.00	\$ 20,000.00
16	EXCAVATE, HAUL, AND PLACE STRUCTURAL FILL FOR ADD-ON BERMS	LF	413	\$ 3.90	\$ 1,610.70
17	DRAINAGE CULVERT PIPE (18-INCH CMP)	LF	245	\$ 48.00	\$ 11,760.00
18	DRAINAGE CULVERT PIPE (30-INCH CMP)	LF	1,110	\$ 80.00	\$ 88,800.00
19	RIP RAP	CY	800	\$ 80.00	\$ 64,000.00
20	IMPROVEMENTS TO EXISTING STORMWATER POND	LS	1	\$ 10,000.00	\$ 10,000.00
21	TURF REINFORCEMENT MAT	SF	29,188	\$ 0.30	\$ 8,756.40
<b>TOTAL ESTIMATED SCHEDULE 1 BASE BID</b>					\$ 2,952,463.10

RESPONSES TO BIDDER QUESTIONS

## Answers to Bidders Questions on Teton Landfill Closure Project

- Will manhole rim and invert elevations be provided? This will affect the height of the precast manholes and depth of culvert trenching.

A table with this information has been added to the drawings.

- Inlet Structures mentioned have their own spec section? Was this spec section supposed to be for manholes or is in reference to the storm water pond modifications? Should manholes be provided according to Wyoming standard specifications or will specs be provided?

WYDOT standard plans/specs.

- Section 01 11 00-4 1.5.A.5 says that OWNER will furnish water for construction from an on-site water source but Section 01 35 43-3 2.1.B says that water will be provided by CONTRACTOR for dust control purposes.

Contractor to provide water.

- If I understand Section 33 42 13 correctly, the 18" CMP will be provided by the OWNER. Does this include flared ends and collars?

There is one flared end and collars available on site for CONTRACTOR use.

- Can we get culvert cross sections or profiles to show the depth of the culvert installation? I don't know if this has a foot of cover or 10 feet.

Designed the pipes with 3 feet of cover, CONTRACTOR can calculate by points provided and topo.

- Are there any CMP bends?

There is a vertical bend in culvert RN Upper to keep clearance under the road and then daylight at the exit.

- Can you provide invert elevations for the manholes?

See point table provided on revised drawing.

- Is there an existing manhole that has to be removed at the end of the 30" CMP? And I'm assuming that we would have to reconnect the existing 18" CMP, correct?

36" is connected to manhole; 30-inch terminates at MH and will need to be connected. No 18" currently installed.

- My precast concrete supplier is telling me that the final manhole is not big enough to handle connection to the existing 36" CMP? He is recommending that this be changed to a 60" manhole.

36" is already connected (see above)

- Can the culvert headwall structures be precast concrete? There are not any ACI-certified flatwork technicians or finishers in this area.

Yes.

- What is the width of the headwall footer? It is not shown in the dimensions.

The dimension "C" is the width; it is shown incorrectly on the detail, the table is correct.

- If we use the approx. 100 tons of riprap onsite, how do we get paid for it?

Bidders should figure the use of this on-site material into their bid price for the remaining riprap to be brought in from off-site.

- Does the borrow source onsite need to be reclaimed/revegetated?

No, just graded to drain.

## Answers to Bidders Questions

- Various places in the spec 31 05 19 mention a GCL. I'm assuming that this is a type.  
There is no GCL for this project.
- 31 05 19 3.2.A also mentions a leak location survey. Is this also really required?  
Yes, being performed by CQA Manager.
- Sheet 8 Detail 7 shows an existing CMP for the vent in the same detail that it shows 6" SDR 17. The measurement and payment section asks for PVC.  
It is HDPE.
- Can excavated spoils from the anchor trench be reused for backfill and/or structural fill. If not, I'm assuming that it is disposed of elsewhere onsite.  
Yes, unless it contains waste and then must be placed in the animal pit.
- For the structural fill, the spec calls for no backfill larger than 3". Are we required to screen the borrow source if required and if so, how would this be paid? It would be a huge risk to the contractor if this is incidental.  
Bidders should assume that it must be screened. It is incidental, grain-size distributions for this material were provided at the pre-bid.
- The detail for the rip rap channels shows 12-ounce geotextile but the bid item is 8-ounce.  
It is 8-ounce for riprap.
- Should the quantities for the liner and 12-ounce match? I'm not understanding why there is a 26,491 sf difference.  
This is an error. It has been corrected in the bid schedule.
- Can you provide a drawing that shows where the asphalt pavement goes and its width? The plan views are too vague to decipher.  
It goes from Pad 2 to Pad 3, it is a nominal 22 feet wide which has been added to the drawing. The actual length may change slightly depending on the eventual elevation of the borrow area Pad 3, so the contractor will be paid based on actual amount installed and unit price bid.
- Along with that, the notes on drawing 9 call for 2.5" of base course. I'm assuming that this is incidental to the asphalt. The larger questions are, is this enough gravel under asphalt? We generally don't put less than 4" on a driveway and 6" on a haul road. 2.5" is also difficult to nuke according to our testing company. Is there existing surface to remove or excavate and is this also incidental? If so, do you have quantities that we can apply to pricing it?  
The base course thickness has been increased, see revised note on drawing. There should be almost no additional compaction needed on the existing soils so it is incidental to price per square foot.
- For the Landlok 450, the plans do not show any topsoil below but the specs call for it to be amended the same as the vegetative layer. Is there structural fill placed under this that will get the compost disked in? Also, the method that is specified requests 1/2" to 3/4" of topsoil lightly raked over the geotec. Is this topsoil available onsite or does this need to be procured elsewhere?  
Contractors should assume that topsoil from one of the on-site stockpiles can be used in the area of the TRM.
- Can the nitrogen be added after spreading the compost? I'm not sure that TerraFirma has enough room to premix 2 months in advance. Both of my seeding subs are also concerned that the nitrogen will settle out of the compost and end up at the bottom of the pile.  
Nitrogen can be added after spreading compost.
- Do we need LGP's to pull the disk/harrow and drill seeders needed for revegetation or can we use a standard tractor? I'm also assuming that the implements can be rubber tire.

## Answers to Bidders Questions

Assume tractor, but steep slopes.

- How tall is the erosion control berm? The detail shows the slope angles, but without height or width I cannot calculate volume.

Two feet high.

- Section 01 40 00 1.3.A.1 & 2 state that the CONTRACTOR and OWNER are providing a "CQA organization and system to perform sampling, inspections, test observations, reviews, evaluation and like functions", etc. Is this redundancy or a typo?

OWNER will provide CQA. CONTRACTOR shall provide CQC for liner installation.

- 01 74 19 If during extraction of waste it is determined that something needs to be tested and/or disposed of, who is responsible for paying for this? I'm not trying to sound petty, but the cost of disposal has a pretty wide range of cost implications ranging from PCS waste to radioactive material. Even friable asbestos could cost a lot to dispose of in a large enough quantity. I think that the contractor is taking a tremendous price risk with this bid item for not only disposal, but testing also. I'm not concerned about the identification of possible contaminants because I have a HASWOPER and worked on superfunds for 7 years. I think this is the least of the issues. Hopefully you can address this in a way that allows all of the bidders to bid apples-to-apples based on reasonable expectations.

Since this waste and soil mixture was just placed, CONTRACTOR can assume that only solid waste and soil will be in excavated material.

- Can the geotextile seams be overlapped only? The measurement for payment says "testing and welding".

No, they should be sewn or some other technique approved by the CQA Manager so the material does not move at seams when material is placed on top.

- Can the spec for the Sand Gas Venting Layer be revised to allow for fines over 10%? A few issues exist with this. It is pretty difficult to push the spec'd material that distance with an LGP dozer on those grades since the sand would act like ball bearings. Any minor turning of the LGP dozer would result in a pronounced hole or bump as it would be easily displaced and not compactable. It also poses difficulties for the liner contractor to deploy the geomembrane for the same reasons. A local product exists in the form of crusher sand that, while still not compactable, can be rolled smooth and would form a more consistent surface. I have used similar products in the past on liner projects that we were able to run belly dumps on and still allowed gas venting as a 12-24" thick layer under a 60 mil HDPE. This material would probably save \$100k - \$150k also.

The material should be well graded in addition to the listed requirements. This should minimize the potential problems cited in the comment. It can be screened on-site to meet this specification or imported from off site.

- Item No. 10 Passive Gas Vents, lists a quantity of 25 linear feet. I'm assuming this should either be 25 each or 300 linear feet based on each vent being approximately 12 foot in length. It should most likely be priced per vent based on the components associated with each vent, but I just want to verify.

It is an error, it has been corrected in bid schedule to say "each".

- What are the dimensions on the existing Box Culvert that we are extending in the Stormwater pond? Width, height, thickness, etc.

See attached original design drawing for box culvert and original drawing with permanent pavement detail 3/C-13

- How did you derive the 1,265 ton of Rip Rap and what is the locations of the 8ft channel and the 6.5ft channel? Is the Geotextile incidental to the Rip Rap?

The quantity of riprap has been revised to a cubic yard basis, see revised bid schedule. The channels are shown on the drawings. The 8-ounce geotextile is paid separately.

## Answers to Bidders Questions

- Is there an overview plan of the Landscaping and irrigation system?  
Everything in the separate landscaping design has been removed from the procurement, including the irrigation.
- Will manhole rim and invert elevations be provided? This will affect the height of the precast manholes and depth of culvert trenching.  
See table added to drawing.
- Inlet Structures mentioned have their own spec section? Was this spec section supposed to be for manholes or is in reference to the storm water pond modifications? Should manholes be provided according to Wyoming standard specifications or will specs be provided?  
Wyoming standard specifications.
- No details of storm water modifications are shown in the drawings. Box culvert size and detail also missing. If we are to extend the box culvert we will need to know what size, etc. Where and what size is the manhole to be moved, as well as extend of block wall?  
See attached sketch of relocation work and original drawings showing the original box culvert and permanent pavement design in Detail 3/C-13
- Which bid item should foundation layer compaction costs be included under?  
Golder is anticipating only minor compaction as it was compacted in the last project. However, where compaction may be necessary in soft spots or where minor regrading is necessary, it will be incidental to placement of the gas venting layer.
- Will asphalt paving specifications be provided? Or should pavement just conform to WYDOT standards?  
See revised note in drawing with new thicknesses. Conform to WYDOT standards.
- Just wondering what is being considered as landscaping? Is it just the plants themselves and Irrigation? Or is it the compost? Nitrogen? Planting soil? Topsoil?, Fencing?, etc.....?  
Everything in the separate landscaping design has been removed from the procurement. The reclamation of the final cover and the placement of the TRM in channels is still in this procurement and are paid with separate bid items in the bid schedule.

SPREADSHEET CONTAINING COORDINATES AND ELEVATIONS

Point Number	Easting	Northing	Point Elevation	Description Format
100	2446647.2	1386435.7	6126	Drainage (MH Inv.)
101	2446648.9	1386712.9	6146.8	Drainage (Pipe Inv.)
102	2446680.5	1386737.1	6154.5	Drainage
103	2446724.4	1386753.9	6159.8	Drainage
104	2446786.3	1386762.0	6166.5	Drainage
105	2446826.1	1386765.3	6170	Drainage (Pipe Inv.)
106	2447117.8	1386855.9	6189.2	Drainage (MH Inv.)
107	2447347.2	1386851.8	6206.9	Drainage (MH Inv.)
108	2447597.2	1386847.3	6226.3	Drainage (MH Inv.)
109	2447647.2	1386846.4	6236.2	Drainage (Pipe Inv.)
110	2447089.5	1386867.1	6188.4	Drainage (Pipe Inv.)
111	2446957.0	1386824.9	6187	Drainage (Pipe Inv.)
112	2447204.2	1386972.5	6223.6	Drainage (Pipe Inv.)
113	2447155.0	1386972.4	6217.3	Drainage (Pipe Inv.)
114	2447105.0	1386973.3	6126.4	Drainage (Pipe Inv.)
115	2447270.0	1387047.8	6245.1	Drainage
116	2447343.8	1387115.4	6261.1	Drainage
117	2447424.3	1387174.7	6272.3	Drainage
118	2447504.2	1387234.8	6286.5	Drainage
119	2447582.0	1387297.6	6305.7	Drainage
120	2447666.1	1387351.8	6323.1	Drainage
121	2447743.3	1387415.4	6344.2	Drainage
122	2447776.9	1387509.5	6362.4	Drainage
123	2447793.9	1387608.1	6376	Drainage
124	2447821.1	1387704.3	6389.2	Drainage
125	2447865.5	1387793.9	6407	Drainage
126	2447931.0	1387869.5	6422.4	Drainage
127	2447994.1	1387947.0	6435.3	Drainage
128	2448047.3	1388031.0	6444.9	Drainage
129	2448108.6	1388109.9	6459.5	Drainage
130	2448156.5	1388197.7	6476.9	Drainage
131	2448246.6	1388241.2	6485.9	Drainage
132	2448284.4	1388334.0	6500.8	Drainage
133	2448299.0	1388432.9	6512.3	Drainage
134	2448355.0	1388515.8	6519.2	Drainage
135	2448453.9	1388501.7	6508.3	Drainage
136	2448553.6	1388508.8	6499.9	Drainage
137	2448653.0	1388519.5	6499.8	Drainage
138	2448730.6	1388456.3	6498.5	Drainage
139	2448741.1	1388356.9	6492.4	Drainage
140	2448695.4	1388267.9	6482	Drainage
141	2448613.1	1388211.2	6474.2	Drainage
142	2448558.0	1388127.7	6466.3	Drainage
143	2448496.4	1388048.9	6453.3	Drainage
144	2448439.0	1387967.0	6443.8	Drainage
145	2448374.8	1387890.4	6433	Drainage

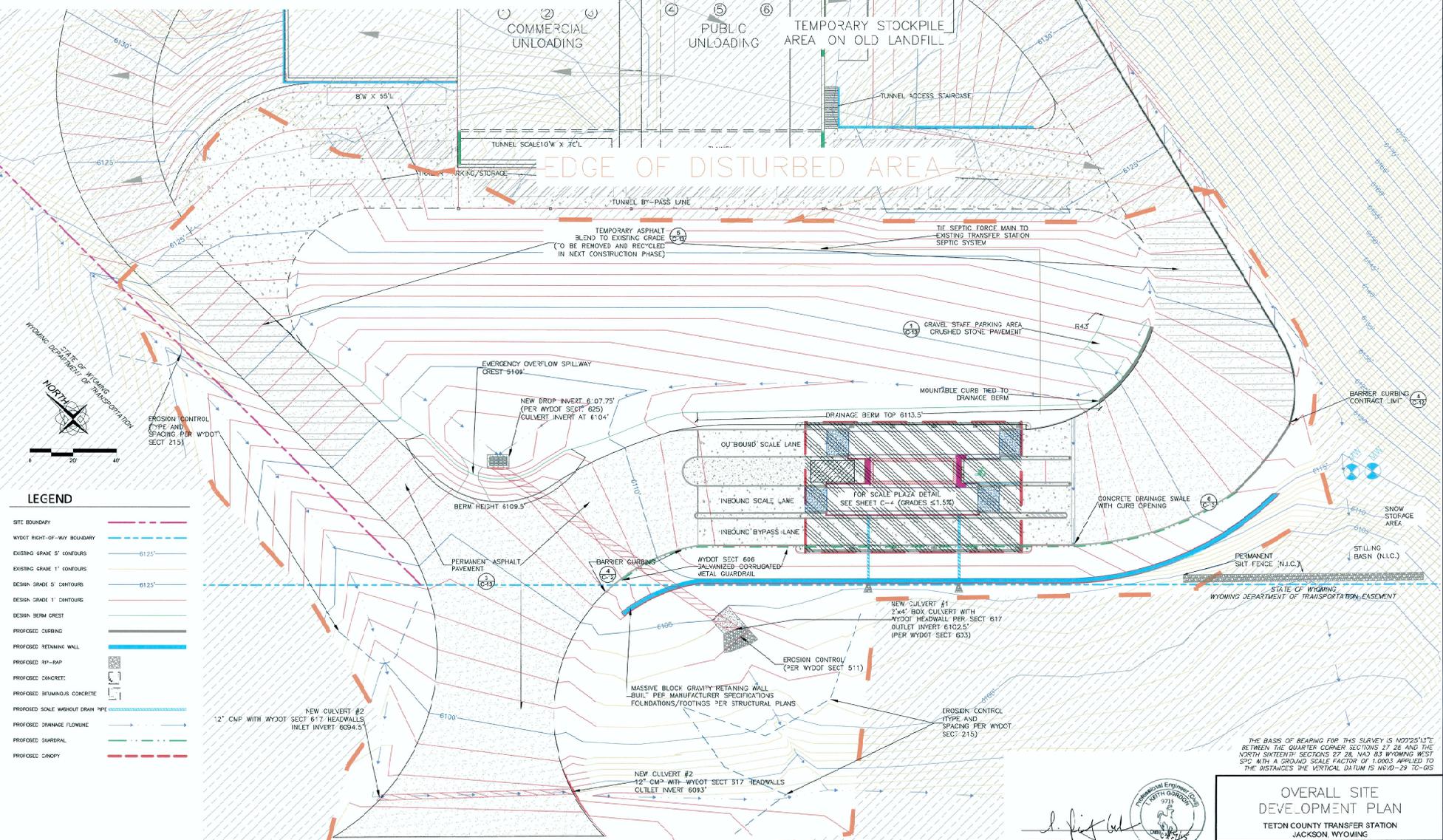
Point Number	Easting	Northing	Point Elevation	Description Format
146	2448305.5	1387818.3	6420.3	Drainage
147	2448251.8	1387733.3	6408.6	Drainage
148	2448190.8	1387654.7	6388.2	Drainage
149	2448159.4	1387559.8	6376.6	Drainage
150	2448121.1	1387467.4	6358.3	Drainage
151	2448087.5	1387373.2	6341.7	Drainage
152	2448040.7	1387284.8	6330	Drainage
153	2448029.0	1387185.5	6316.5	Drainage
154	2447998.3	1387090.3	6304.2	Drainage
155	2447949.4	1387003.1	6290.6	Drainage
156	2447873.1	1386938.5	6285.3	Drainage
157	2447790.3	1386882.5	6271.1	Drainage
158	2447694.8	1386852.7	6247.9	Drainage
159	2447624.1	1386850.5	6238	Drainage
160	2447527.3	1386875.5	6225.2	Drainage
161	2447425.0	1386874.0	6216.8	Drainage
162	2447327.3	1386872.5	6209.2	Drainage
163	2447227.3	1386870.9	6201	Drainage
164	2447127.3	1386869.4	6194.1	Drainage
200	2447150.7	1386951.5	6220.1	Final Cover
201	2447250.7	1386951.5	6229.4	Final Cover
202	2447350.7	1386951.5	6237.1	Final Cover
203	2447350.7	1387051.5	6255.6	Final Cover
204	2447450.7	1386951.5	6244.7	Final Cover
205	2447450.7	1387051.5	6263.5	Final Cover
206	2447450.7	1387151.5	6276.1	Final Cover
207	2447550.7	1386951.5	6252.8	Final Cover
208	2447550.7	1387051.5	6273.9	Final Cover
209	2447550.7	1387151.5	6283.7	Final Cover
210	2447550.7	1387251.5	6302.2	Final Cover
211	2447650.7	1386851.5	6237.4	Final Cover
212	2447650.7	1386951.5	6268.2	Final Cover
213	2447650.7	1387051.5	6287.4	Final Cover
214	2447650.7	1387151.5	6306.4	Final Cover
215	2447650.7	1387251.5	6314.4	Final Cover
216	2447750.7	1386951.5	6282.8	Final Cover
217	2447750.7	1387051.5	6303.4	Final Cover
218	2447750.7	1387151.5	6323.8	Final Cover
219	2447750.7	1387251.5	6341.4	Final Cover
220	2447750.7	1387351.5	6345.3	Final Cover
221	2447850.7	1386951.5	6290.8	Final Cover
222	2447850.7	1387051.5	6317.0	Final Cover
223	2447850.7	1387151.5	6338.8	Final Cover
224	2447850.7	1387251.5	6358.6	Final Cover
225	2447850.7	1387351.5	6373.6	Final Cover
226	2447850.7	1387451.5	6376.0	Final Cover

Point Number	Easting	Northing	Point Elevation	Description Format
227	2447850.7	1387551.5	6387.8	Final Cover
228	2447850.7	1387651.5	6394.3	Final Cover
229	2447850.7	1387751.5	6399.9	Final Cover
230	2447950.7	1387051.5	6302.5	Final Cover
231	2447950.7	1387151.5	6328.9	Final Cover
232	2447950.7	1387251.5	6348.8	Final Cover
233	2447950.7	1387351.5	6362.8	Final Cover
234	2447950.7	1387451.5	6383.6	Final Cover
235	2447950.7	1387551.5	6408.8	Final Cover
236	2447950.7	1387651.5	6428.5	Final Cover
237	2447950.7	1387751.5	6429.9	Final Cover
238	2447950.7	1387851.5	6427.4	Final Cover
239	2448050.7	1387351.5	6344.9	Final Cover
240	2448050.7	1387451.5	6366.5	Final Cover
241	2448050.7	1387551.5	6390.7	Final Cover
242	2448050.7	1387651.5	6418.4	Final Cover
243	2448050.7	1387751.5	6447.8	Final Cover
244	2448050.7	1387851.5	6460.3	Final Cover
245	2448050.7	1387951.5	6448.9	Final Cover
246	2448150.7	1387551.5	6376.4	Final Cover
247	2448150.7	1387651.5	6398.2	Final Cover
248	2448150.7	1387751.5	6426.2	Final Cover
249	2448150.7	1387851.5	6458.4	Final Cover
250	2448150.7	1387951.5	6479.8	Final Cover
251	2448150.7	1388051.5	6471.1	Final Cover
252	2448150.7	1388151.5	6475.5	Final Cover
253	2448250.7	1387751.5	6412.4	Final Cover
254	2448250.7	1387851.5	6441.1	Final Cover
255	2448250.7	1387951.5	6469.8	Final Cover
256	2448250.7	1388051.5	6495.0	Final Cover
257	2448250.7	1388151.5	6503.0	Final Cover
258	2448250.7	1388251.5	6488.2	Final Cover
259	2448350.7	1387951.5	6453.5	Final Cover
260	2448350.7	1388051.5	6481.4	Final Cover
261	2448350.7	1388151.5	6507.7	Final Cover
262	2448350.7	1388251.5	6515.6	Final Cover
263	2448350.7	1388351.5	6518.9	Final Cover
264	2448350.7	1388451.5	6526.2	Final Cover
265	2448450.7	1388051.5	6463.4	Final Cover
266	2448450.7	1388151.5	6489.4	Final Cover
267	2448450.7	1388251.5	6514.4	Final Cover
268	2448450.7	1388351.5	6524.9	Final Cover
269	2448450.7	1388451.5	6520.3	Final Cover
270	2448550.7	1388151.5	6470.8	Final Cover
271	2448550.7	1388251.5	6497.1	Final Cover
272	2448550.7	1388351.5	6524.3	Final Cover

Point Number	Easting	Northing	Point Elevation	Description Format
273	2448550.7	1388451.5	6516.1	Final Cover
274	2448650.7	1388251.5	6481.9	Final Cover
275	2448650.7	1388351.5	6511.7	Final Cover
276	2448650.7	1388451.5	6519.4	Final Cover
277	2447110.0	1386932.4	6215.8	Final Cover
278	2447179.3	1386913.4	6214.0	Final Cover
279	2447279.3	1386911.1	6220.9	Final Cover
280	2447379.2	1386908.8	6227.2	Final Cover
281	2447479.2	1386906.5	6233.9	Final Cover
282	2447579.2	1386904.1	6243.0	Final Cover
283	2447679.2	1386901.8	6261.1	Final Cover
284	2447759.3	1386900.0	6276.0	Final Cover
285	2447887.5	1387126.9	6337.6	Final Cover
286	2447895.3	1387176.1	6349.7	Final Cover
287	2447893.1	1387225.9	6358.6	Final Cover
288	2447887.5	1387275.5	6367.0	Final Cover
289	2447881.7	1387325.0	6373.5	Final Cover
290	2447887.0	1387374.4	6378.2	Final Cover
291	2447899.6	1387422.8	6383.5	Final Cover
292	2447910.7	1387471.5	6392.7	Final Cover
293	2447922.8	1387520.0	6403.6	Final Cover
294	2447937.9	1387567.7	6414.5	Final Cover
295	2447954.3	1387614.9	6425.3	Final Cover
296	2447974.9	1387660.4	6434.3	Final Cover
297	2447997.7	1387704.8	6441.9	Final Cover
298	2448022.4	1387748.4	6449.3	Final Cover
299	2448045.2	1387792.8	6457.7	Final Cover
300	2448070.4	1387835.5	6465.4	Final Cover
301	2448100.6	1387875.3	6471.2	Final Cover
302	2448134.4	1387912.2	6477.1	Final Cover
303	2448166.0	1387950.9	6481.7	Final Cover
304	2448197.4	1387989.8	6486.2	Final Cover
305	2448228.0	1388029.3	6491.6	Final Cover
306	2448255.4	1388071.2	6497.5	Final Cover
307	2448287.3	1388117.6	6503.7	Final Cover
308	2448320.9	1388164.6	6508.9	Final Cover
309	2448360.6	1388213.5	6514.2	Final Cover
400	2446990.2	1386800.5	6187.0	Access Road
401	2447079.0	1386845.8	6193.0	Access Road
402	2447178.6	1386851.1	6198.3	Access Road
403	2447278.6	1386852.7	6206.4	Access Road
404	2447378.6	1386854.3	6214.5	Access Road
405	2447478.6	1386855.9	6222.6	Access Road
406	2447576.9	1386845.3	6230.4	Access Road
407	2447640.9	1386773.3	6239.5	Access Road
408	2447637.7	1386699.7	6245.5	Access Road

ORIGINAL DRAWINGS FOR BOX CULVERT IN SURFACE WATER POND  
AND ORIGINAL PAVEMENT DESIGN

# FUTURE CONSTRUCTION PHASES (N.I.C.)



## LEGEND

- SITE BOUNDARY ---
- WYDOT RIGHT-OF-WAY BOUNDARY ---
- EXISTING GRADE 5' CONTOURS ---
- EXISTING GRADE 1' CONTOURS ---
- DESIGN GRADE 5' CONTOURS ---
- DESIGN GRADE 1' CONTOURS ---
- DESIGN BERM CREST ---
- PROPOSED CURBING ---
- PROPOSED RETAINING WALL ---
- PROPOSED R11-RAP ---
- PROPOSED CONCRETE ---
- PROPOSED BRICK/UNION CONCRETE ---
- PROPOSED SCALE WITHOUT DRAIN PIPE ---
- PROPOSED DRAINAGE FLOWLINE ---
- PROPOSED DRAINAGE ---
- PROPOSED CANOPY ---

Drawing: C:\Users\amc\OneDrive\work\projects\2016\2016\_02\_28\_LAYOUT\_DEV\SITE\_LAYOUT\_DEV.dwg  
 Date/Time: 02/28/2016 10:42:28 AM - LAYOUT DEV SITE  
 Copyright: © All Rights Reserved, Gordon Environmental, Inc. 2015

U.S. HIGHWAY 26

THE BASIS OF BEARING FOR THIS SURVEY IS N022°15'17"E BETWEEN THE QUARTER CORNER SECTIONS 27 28 AND THE NORTH SIXTEENTH SECTIONS 27 28, AND 83 WYOMING WEST 50C WITH A GRADE SCALE FACTOR OF 1.0003 APPLIED TO THE DISTANCES THE VERTICAL DATUM IS NAVD-89 TO GCS

*L. Keith Gordon, P.E.*  
 L. KEITH GORDON, P.E.  
 WYOMING PROFESSIONAL ENGINEER NO. 9715

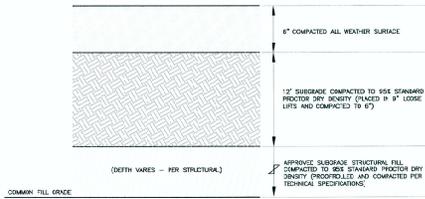


OVERALL SITE DEVELOPMENT PLAN  
 TETON COUNTY TRANSFER STATION  
 JACKSON, WYOMING

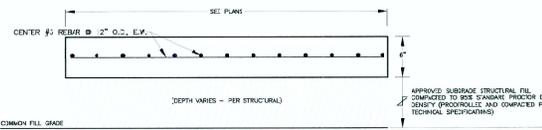
Gordon Environmental, Inc. 213 S. Carroll Road  
 Bernards, New Mexico USA  
 Phone 505-867-6996  
 Fax 505-867-6961

DATE: 02/26/2015 CAC: SITE\_PLAN\_TOPO.dwg PROJECT#: 47035.02  
 DRAWN BY: ASB REVIEWED BY: CWG  
 APPROVED BY: IKG GEG: gordonenv.com

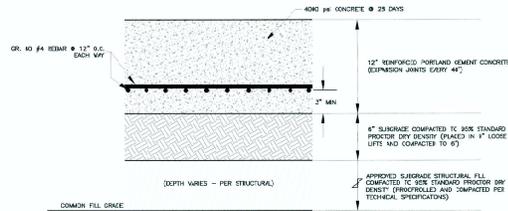
SHEET C-2



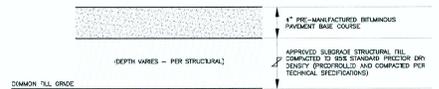
1 GRAVEL PAVEMENT DETAIL  
C-13 NOT TO SCALE



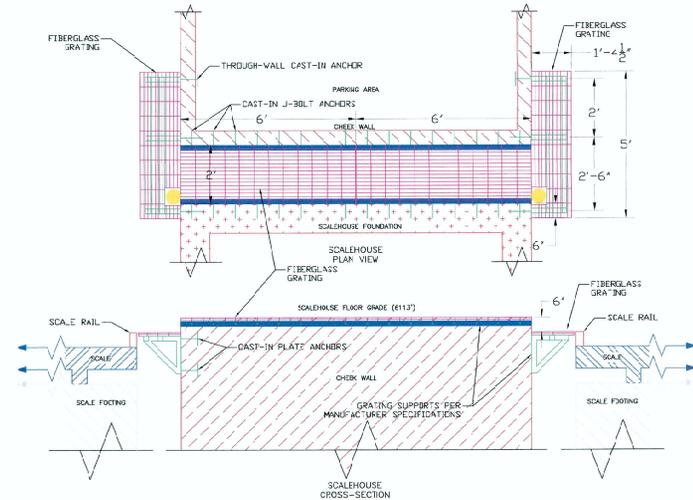
4 PEDESTRIAN & HARDSCAPE CONCRETE PAVEMENT  
C-13 NOT TO SCALE



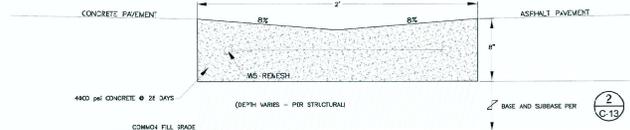
2 SCALE LANE CONCRETE PAVEMENT DETAILS  
C-13 NOT TO SCALE



5 TEMPORARY BITUMINOUS PAVEMENT (ASPHALT) DETAIL  
C-13 NOT TO SCALE



7 PEDESTRIAN GRATING DETAIL  
C-13 NOT TO SCALE



6 SURFACE DRAINAGE SWALE  
C-13 NOT TO SCALE

3 PERMANENT BITUMINOUS PAVEMENT (ASPHALT) DETAIL  
C-13 NOT TO SCALE

I. KEITH GORDON, P.E.  
WYOMING PROFESSIONAL ENGINEER NO. 9716

ENGINEERING DETAILS  
SHEET 2 OF 2

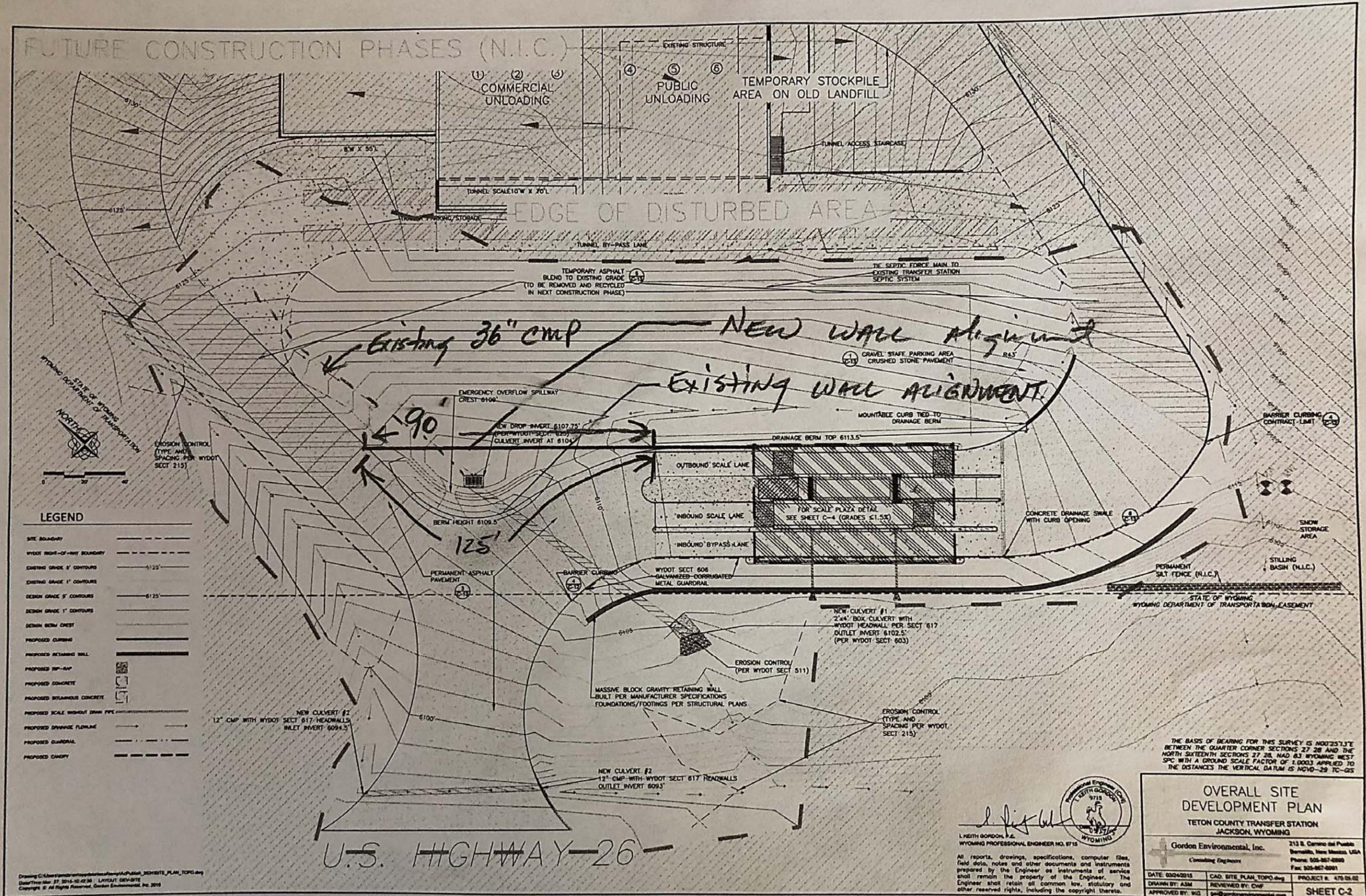
TETON COUNTY TRANSFER STATION  
JACKSON WYOMING

Gordon Environmental, Inc.  
Consulting Engineers

213 S Camino del Pueblo  
Bertrillo, New Mexico, USA  
Phone: 505-867-6500  
Fax: 505-897-9961

DATE: 03/24/2015	CAD: DETAILS.dwg	PROJECT #: 412.02.01
DRAWN BY: DMI	REVIEWED BY: GWF	
APPROVED BY: IKG	gkg@gordonenvironmental.com	SHEET C-13

SKETCH OF REPLACEMENT WALL ALIGNMENT AT SURFACE WATER POND



Mark, would it be cheaper to leave existing P.I. in place AND install a new MH in 36" culvert (CMP) upstream of new wall alignment?