City of Mequon

Project Manual

2013 BAYSIDE WATER MAIN PROJECT

Bayside, Wisconsin

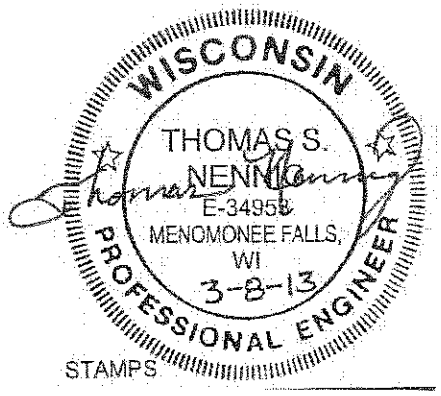
March, 2013

City Water

Section 00 01 05

CERTIFICATIONS PAGE

I hereby certify that this report, drawing, or specification was prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Wisconsin.



Thomas S. Nennig, P.E.

Date: March 8, 2013 Reg. No. E-34953

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Bayside, WI

For Mequon Water Utility

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ADVERTISEMENT FOR BIDS

Sealed Bids will be received by the City of Mequon, Wisconsin, in the office of the City Engineer, 11333 N. Cedarburg Rd. Mequon Wisconsin 53092, until 2 P.M., C.S.T., Thursday, March 28, 2013, at which time they will be publicly opened and read aloud for the furnishing of all labor, materials, and all else necessary for the following:

2013 Bayside Water Main Project

In general, the work consists of the open cut, and directionally drill, of 8-inch watermain. Approximate project quantities are:

13,500	LF	8-inch water main
37	EA	8-inch valves
34	EA	Service Re-connections
106	EA	New Service Connections
25	EA	Hydrant assemblies
1	LS	Traffic control
1	LS	Erosion control

Together with restoration, and other related work.

Bidding Documents may be requested by contacting Barb Vento at the City Engineering office 262.236.2934 or by email at bvento@ci.mequon.wi.us. A copy of the plans and specifications will be e-mailed to you upon your request. You can purchase a hard copy of the plans and specifications for $25 from the Engineering office located at City Hall. A copy of the plans and specifications are also located at the Engineering office for review. Bidding documents will be ready at noon on March 12, 2013.

All bidders must complete the City of Mequon's Pre-Qualification Statement and submit to the City Engineering office by close of business on March 22, 2013 in order to be considered for contract award for this project.

Direct inquiries to Engineer's Project Manager Thomas Nennig at 414.559.6883.

Bid Security in the amount of 5 percent of the amount of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The Owner reserves the right to retain the deposits of the 3 lowest Bidders for a period not to exceed 90 days after the date and time set for the Opening of Bids. No Bids may be withdrawn for a period of 90 days after the date and time set for the Opening of Bids.

The Owner reserves the right to reject any and all Bids, to waive irregularities and informalities therein, and further reserves the right to award the Contract to the best interests of the Owner.

Published by authority of the City of Mequon

By: _____,

Nathan Check, PE, Director of Public Works

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SECTION 00 21 15

INSTRUCTIONS TO BIDDERS

ARTICLE 1 -DEFINED TERMS

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

A. Issuing Office – The office from which the Bidding Documents are to be issued and where the Bidding procedures are to be administered

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.

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 – BIDDERS PRE-QUALIFICAITON STATEMENT

3.01 To demonstrate Bidder's qualifications to perform the Work, within six days of the bid opening, Bidder shall submit a completed Pre-Qualification Statement provided by the City of Mequon.

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

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. No reports available for the area

4.02 Underground Facilities

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

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

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

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

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

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

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

A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data;"

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

F. 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;

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 There will be no pre-Bid conference.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

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

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid Security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver

the Contract Documents and furnish the required contract security within 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. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid Security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 7 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, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 Throughout the Bidding Documents specific manufacturers have been specified for some items as Base Bid materials or equipment. The Total Base Bid shall be prepared on the basis of the named Base Bid materials and equipment. The named Base Bid materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed Substitute Item. The "or equal" clause shall be utilized as part of the Substitute Item Bid. Space has been provided on the Bid Form for Bidders to list the Base Bid Materials and Equipment, and Substitute Item Bids. Manufacturers of un-named materials and equipment are encouraged to submit a quotation to Bidders as a Substitute Item if the proposed item is of equal quality, function, and performance to the named Base Bid manufacturers. The procedure for submittal of any such application by Bidder shall conform to requirements of Paragraph 6.05 of the General Conditions. Documentation shall be submitted immediately after the Bid Date. Bidder shall enter the Total Deduct from the Total Base Bid in the space provided on the Bid Form. The deduct shall include all costs to incorporate the Substitute Item into the Work, consistent with the General Conditions.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or

entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

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

ARTICLE 13 - PREPARATION OF BID

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

13.02 All blanks on the Bid Form shall be completed 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, alternative, adjustment unit price item, and unit price item listed therein.

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

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

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

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

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

13.08 All names shall be printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone and fax numbers for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or 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.

13.12 Bidders shall indicate the total add or deduct to the Total Base Bid for each Alternate provided on the Bid Form.

13.13 Bidders may list proposed Substitute Items on the spaces provided on the Bid Form. Bidders shall clearly indicate the name, Specification Section number, and the total deduct to the Total Base Bid for each Substitute Item proposed.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

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

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

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

D. Bidders may submit a Bid on proposed Substitute Items. The Deduct Price for each Substitute Item shall be the price deducted from the Total Base Bid, if accepted by the Owner. In the evaluation of Bids, Owner may select any combination of Substitute Items or may choose not to accept any Substitute Items.

E. Bids will be compared on the basis of the "Adjusted Total Base Bid" and this amount will be the basis for determining the lowest Bidder. The sum of the Total Base Bid and any combination of Alternates and Substitute Items accepted by the Owner will determine the "Adjusted Total Base Bid." The Owner may choose to not accept any Alternates or Substitute Item Bids.

14.02 Allowances

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.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.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in 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. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Owner's office.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.02 A Bid may be modified or 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.

16.03 Bids may be withdrawn after Bid Opening only in accordance with the law.

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 If the Contract is awarded, award will be made on the basis of the lowest responsive, responsible, qualified Bidder determined by the Adjusted Total Base Bid.

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

19.03 More than 1 Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than 1 Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

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

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

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. As a condition of its Bid, Bidder is required to waive any and all claims of whatever nature against Owner, Engineer, and their employees and agents which arise out of or relate to such investigations and statements made as a result thereof, except for statements that can be shown by clear and convincing

evidence to be intentionally false and made with actual malice. This waiver is not intended to restrict Bidder's rights to challenge a Contract pursuant to law.

19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

ARTICLE 21.01 - SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 10 days thereafter, Owner shall deliver 1 fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

END OF SECTION

SECTION 00 31 00

AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Technical Data.

B. Technical Data:
   1. Portions of reports and drawings used by the Engineer in the preparation of Bidding Documents are attached to this Section. The Technical Data is identified in the Supplementary Conditions. Bidders are responsible for their own interpretation, verification, and use of the Technical Data contained in these reports and drawings consistent with the General Conditions and Supplementary Conditions. Reports, drawings, and other information regarding the Project may be available for Bidder's review at Engineer's office. Schedule a viewing time with the Project Manager.

C. List of Attachments to this Section: no technical data available for the project area

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 00 41 00

BID FORM

PROJECT: 2013 BAYSIDE WATER MAIN PROJECT
BAYSIDE, WISCONSIN

BID SUBMITTED TO: MEQUON WATER UTILITY
Nathan Check
Director of Public Works
11333 N. Cedarburg Road
Mequon, WI 53092

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

2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 90 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. In submitting this Bid, Bidder represents that:

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

Addendum Number	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

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

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

   D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at, or contiguous to, the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at, or contiguous to, the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

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

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents

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

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

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

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

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

4. Bidder further represents that:

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

   B. The prices in this Bid have not or will not be knowingly disclosed to any other Bidder or competitor prior to opening of the Bids.

   C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

5. Bidder understands that the law may require the Owner, or Engineer at the Owner's direction, to undertake an investigation and submit an evaluation concerning Bidder's responsiveness, responsibility, and qualifications before awarding a contract. Bidder hereby waives any and all claims, of whatever nature, against Owner, Engineer and their employees and agents, which arise out of or relate to such investigation and evaluation, and statements made as a result thereof, except for statements that can be shown by clear and convincing evidence to be intentionally false and made with actual malice. Nothing in this paragraph is intended to restrict Bidder's rights to challenge a contract pursuant to law.

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

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

   B. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions

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

2013 Bayside Water Main Project
Ravine Baye Rd. & Miller Ct (pages C1.01-C1.03)

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	8-inch PVC or HDPE Water Main Directional Drill	L.F.	1,026		
2	8-inch Water Main Valve	EA	2		
3	Hydrant Assembly	EA	3		
4	2-inch Tap, Saddle, Corporation	EA	17		
5	2-inch HDPE Water Service	L.F.	720		
6	2-inch Curb valve and Box	EA	17		
7	Connection to Existing Water Main	EA	1		
8	Rock Bag Ditch Check	EA	3		
9	Silt Fence	L.F.	20		
10	Erosion Control Mat	S.Y.	50		
11	Village of Bayside Permit(s)	L.S.	1		
			SUBTOTAL		

2013 Bayside Water Main Project
Brown Deer Road Crossing (page C1.03)

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	8-inch PVC or HDPE Water Main Directional Drill	L.F.	115		
2	8-inch Water Main Valve	EA	1		
3	Connection to Existing Water Main	EA	1		
4	Rock Bag Ditch Check	EA	2		
5	Silt Fence	L.F.	20		
6	Erosion Control Mat	S.Y.	15		
7	Village of Bayside Permit(s)	L.S.	1		
			SUBTOTAL		

2013 Bayside Water Main Project Bayside Water Association (pages C1.04-C1.29)					
Item No.	**Item**	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
1	8-inch PVC or HDPE Water Main, Open Cut or Directional Drill - Gravel backfill with asphalt roadway restoration.	L.F.	630		
2	8-inch PVC or HDPE Water Main, Open Cut or Directional Drill – Gravel backfill with asphalt driveway restoration	L.F.	1,000		
3	8-inch PVC or HDPE Water Main, Open Cut or Directional Drill – Gravel backfill with concrete driveway restoration	L.F.	500		
4	8-inch PVC or HDPE Water Main, Open Cut or Directional Drill - Spoil backfill with turf restoration.	L.F.	9,045		
5	8-inch PVC or HDPE Water Main, Open Cut or Directional Drill - Gravel backfill with gravel restoration.	L.F.	445		
6	8-inch PVC or HDPE Water Main Directional Drill only sections	L.F.	980		
7	8-inch Water Main Valve	EA	33		
8	Hydrant Assembly	EA	22		
9	1-1/4inch Tap, Saddle, Corporation	EA	142		
10	1-1/4inch HDPE Water Service	L.F.	4,170		
11	1-1/4inch Curb Valve and Box	EA	109		
12	Water Service Reconnection	EA	31		
13	Connection to Existing Water Main with a 12"x8" Tapping Sleeve and 8" Tapping Valve	EA	1		
14	Connection to Existing Water Main with a 16"x8" Tapping Sleeve and 8" Tapping Valve	EA	2		
15	Rock Bag Ditch Check	EA	50		
16	Silt Fence	L.F.	500		
17	Erosion Control Mat	S.Y.	700		
18	12-inch culvert replacement	LF	500		
19	Village of Bayside Permit(s)	L.S.	1		
			SUBTOTAL	$	

SUMMARY:

RAVINE BAYE ROAD	$
BROWN DEER ROAD CROSSING	$
BAYSIDE WATER ASSOCIATION (BWA)	$
PROJECT TOTAL	$

Written total _____

7. Bidder agrees that the Work will be Substantially Completed and completed and ready for Final Payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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

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

   A. Required Bid Security in the form of 5 percent.

10. 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.

Submitted on _____, 2013

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (seal)
(individual signature)

Doing business as: _____

Business Street Address (No P.O. Box #'s)

_____

_____

Phone No. _____ Fax: _____

E-mail address: _____

A Partnership

Partnership Name: _____(seal)

By: _____
(signature of general partner)

Name (typed or printed): _____

Business Street Address (No P.O. Box #'s)

_____

_____

Phone No. _____ Fax: _____

E-mail address: _____

A Corporation

Corporation Name: _____(seal)

State of Incorporation: _____

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

By: _____
(signature)

Name (typed or printed): _____

Title: _____

Attest: _____(Corporate Seal)

Business Street Address (No P.O. Box #'s)

_____

_____

Phone No. _____ Fax: _____

E-mail address: _____

A Joint Venture

Joint Venture Name: _____(seal)

By: _____
(signature of joint venture partner)

Name (typed or printed): _____

Business Street Address (No P.O. Box #'s)

_____

_____

Phone No. _____ Fax: _____

E-mail address: _____

Joint Venture Name: _____(seal)

By: _____
(signature of joint venture partner)

Name (typed or printed): _____

Business Street Address (No P.O. Box #'s)

_____

_____

Phone No. _____ Fax: _____

E-mail address: _____

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

END OF SECTION

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SECTION 00 52 15

AGREEMENT FORM

THIS AGREEMENT is by and between the City of Mequon, WI (hereinafter called Owner) and [_____] (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1 WORK

1.01 CONTRACTOR SHALL COMPLETE ALL WORK AS SPECIFIED OR INDICATED IN THE CONTRACT DOCUMENTS. THE WORK IS GENERALLY DESCRIBED AS FOLLOWS: LAUREL ACRES WATERMAIN RELAY.

PART 2 THE PROJECT

2.01 THE PROJECT FOR WHICH THE WORK UNDER THE CONTRACT DOCUMENTS MAY BE THE WHOLE OR ONLY A PART IS GENERALLY DESCRIBED AS FOLLOWS: LAUREL ACRES WATERMAIN RELAY

PART 3 ENGINEER

3.01 THE PROJECT HAS BEEN DESIGNED BY CITY WATER LLC (ENGINEER), WHO IS TO ACT AS OWNER'S REPRESENTATIVE, ASSUME ALL DUTIES AND RESPONSIBILITIES, AND WILL 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.

PART 4 CONTRACT TIMES

4.01 *TIME OF THE ESSENCE*

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

4.02 *DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT*

A. The Work will be Substantially Completed on or before July 1, 2013, and completed and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions on or before September 30, 2013.

4.03 *LIQUIDATED DAMAGES*

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 for Milestones and Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension

thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for Final Payment until the Work is completed and ready for Final Payment.

PART 5 CONTRACT PRICE

5.01 OWNER SHALL PAY CONTRACTOR FOR COMPLETION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AN AMOUNT IN CURRENT FUNDS AS FOLLOWS: FOR ALL WORK AT THE PRICES STATED IN CONTRACTOR'S BID, ATTACHED HERETO AS AN EXHIBIT.

PART 6 PAYMENT PROCEDURES

6.01 *SUBMITTAL AND PROCESSING OF PAYMENTS*

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

6.02 *PROGRESS PAYMENTS; RETAINAGE*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during performance of the Work as provided in Paragraphs 6.02.A1 and 6.02.A2 below. All such payments will be measured by the Schedule of Values established in Paragraph 2.07.A of the General Conditions (and in the case of Bid Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:
   1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
      a. 95 percent of Work completed (with the balance being retainage).
      b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
   2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *FINAL PAYMENT*

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

PART 7 INTEREST

7.01 ALL MONEYS NOT PAID WHEN DUE, AS PROVIDED IN ARTICLE 14 OF THE GENERAL CONDITIONS, SHALL BEAR INTEREST AT THE MAXIMUM RATE ALLOWED BY LAW AT THE PLACE OF THE PROJECT.

PART 8 CONTRACTOR'S REPRESENTATIONS

8.01 IN ORDER TO INDUCE OWNER TO ENTER INTO THIS AGREEMENT, CONTRACTOR MAKES THE FOLLOWING REPRESENTATIONS:

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

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

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor and safety precautions and programs incident thereto.

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

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

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

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

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

PART 9 CONTRACT DOCUMENTS

9.01 *CONTENTS*

A. The Contract Documents consist of the following:
   1. This Agreement.
   2. Performance Bond, Payment Bond, and other Bonds.
   3. General Conditions.
   4. Supplementary Conditions.
   5. Specifications.
   6. Drawings bearing the following general title: Laurel Acres Watermain Relay.
   7. Addendum (Numbers [_____ to _____], inclusive).
   8. Exhibits to this Agreement (enumerated as follows):
      a. Contractor's Bid Form.
      b. Documentation submitted by Contractor prior to Notice of Award.
   9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
      a. Notice to Proceed.
      b. Work Change Directives.
      c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

PART 10 MISCELLANEOUS

10.01 *TERMS*

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

10.02 *ASSIGNMENT OF CONTRACT*

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

10.03 *SUCCESSORS AND ASSIGNS*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to

all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *SEVERABILITY*

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

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

This Agreement will be effective on _____, 2013 (which is the Effective Date of the Agreement).

Owner:

_____

By: _____

Attest: _____

Address for giving notices:

_____

_____

Designated Representative:

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Facsimile: _____

Contractor:

_____

By: _____

Attest: _____

Address for giving notices:

_____

_____

License No.: _____
(Where Applicable)

Designated Representative:

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Facsimile: _____

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

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

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

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

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

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

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

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

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

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

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

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

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

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

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

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

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

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

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

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

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

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

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

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

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

12. Definitions.

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

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

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

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

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

PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

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

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

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

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

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

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

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

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

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

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

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

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

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

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

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

15. DEFINITIONS

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

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

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

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

State of Wisconsin Department of Workforce Development Equal Rights Division	**DEPARTMENTAL ORDER**

ISSUE DATE: 3/7/2013

PROJECT:

2013 BAYSIDE WATER MAIN PROJECT
BAYSIDE VILLAGE, MILWAUKEE COUNTY, WI
Determination No. 201300749

PROJECT OWNER:	**REQUESTER:**
NATHAN CHECK, DIRECTOR OF PUBLIC WORKS CITY OF MEQUON 11333 N CEDARBURG RD MEQUON, WI 53208	MICHAEL P. RAU, MANAGER MEQUON WATER UTILITY 11333 N CEDARBURG RD 60W MEQUON, WI 53208
ADDITIONAL CONTACT:	**NOTE:** The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

ISSUED BY:

Equal Rights Division
Labor Standards Bureau
Construction Wage Standards Section
PO Box 8928 Madison, WI 53708-8928
(608)266-6861

Web Site: http://dwd.wisconsin.gov/er/

PREVAILING WAGE RATE DETERMINATION
Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 3/7/2013

DETERMINATION NUMBER: 201300749

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2013. If NOT, You MUST Reapply.

PROJECT NAME: 2013 BAYSIDE WATER MAIN PROJECT

PROJECT LOCATION: BAYSIDE VILLAGE, MILWAUKEE COUNTY, WI

CONTRACTING AGENCY: CITY OF MEQUON

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	Time and one-half must be paid for all hours worked: - over 10 hours per day on prevailing wage projects - over 40 hours per calendar week - Saturday and Sunday - on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; - The day before if January 1, July 4 or December 25 falls on a Saturday; - The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project** . A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.
(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

s. 66.0903 (11) LIABILITY AND PENALTIES.
(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.
2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.
5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
101	Acoustic Ceiling Tile Installer Future Increase(s): Add $.75/hr on 6/3/2013. Add $1.25/hr on 6/2/2014.	32.93	19.81	52.74
102	Boilermaker	31.09	27.23	58.32
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add $1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.80	16.87	52.67
104	Cabinet Installer Future Increase(s): Add $.75/hr on 6/3/2013. Add $1.25/hr on 6/2/2014.	32.93	19.81	52.74
105	Carpenter Future Increase(s): Add $.75/hr on 6/3/2013. Add $1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.93	19.81	52.74
106	Carpet Layer or Soft Floor Coverer	33.43	19.21	52.64
107	Cement Finisher	32.57	17.03	49.60
108	Drywall Taper or Finisher	29.87	18.79	48.66
109	Electrician Future Increase(s): Add $1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
110	Elevator Constructor	41.71	23.88	65.59
111	Fence Erector	28.00	4.50	32.50
112	Fire Sprinkler Fitter	37.45	19.30	56.75

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
113	Glazier	34.19	18.25	52.44
114	Heat or Frost Insulator	33.93	23.26	57.19
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	31.31	21.99	53.30
117	Lather	33.43	19.31	52.74
118	Line Constructor (Electrical)	37.05	16.94	53.99
119	Marble Finisher	20.00	0.00	20.00
120	Marble Mason	35.58	16.37	51.95
121	Metal Building Erector	18.50	3.20	21.70
122	Millwright	28.28	24.19	52.47
123	Overhead Door Installer	27.30	3.28	30.58
124	Painter	29.27	18.18	47.45
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver Future Increase(s): Add $.75/hr on 6/3/2013. Premium Increase(s): Add $.65/hr for Piledriver Loftsman; Add $.75/hr for Sheet Piling Loftsman. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	29.06	25.46	54.52
127	Pipeline Fuser or Welder (Gas or Utility)	31.18	19.29	50.47
129	Plasterer	32.06	17.68	49.74
130	Plumber Future Increase(s): Add $1.00/hr 6/1/2013; Add $1.00/hr 6/1/2014.	36.47	19.47	55.94
132	Refrigeration Mechanic	37.76	19.99	57.75
133	Roofer or Waterproofer	29.40	15.55	44.95
134	Sheet Metal Worker Future Increase(s): Add $1.41/hour 6/1/2013; Add $1.56/hour 6/1/2014.	36.17	18.00	54.17
135	Steamfitter	37.76	19.99	57.75
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	24.75	16.08	40.83

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
138	Temperature Control Installer	37.31	19.49	56.80
139	Terrazzo Finisher Future Increase(s): Add $ .80 on 6/1/2013	26.57	16.50	43.07
140	Terrazzo Mechanic	29.51	17.63	47.14
141	Tile Finisher	22.27	6.52	28.79
142	Tile Setter	29.70	16.05	45.75
143	Tuckpointer, Caulker or Cleaner	34.35	11.13	45.48
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add $.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
201	Single Axle or Two Axle	33.32	17.60	50.92
203	Three or More Axle	18.00	9.50	27.50
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add $0.75/hour 6/3/2013; Add $1.00/hour 6/2/2014; Add $1.50/hour 6/1/2015; Add $1.60/hour 5/30/2016.	33.52	17.60	51.12
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	9.50	27.50

LABORERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
301	General Laborer Premium Increase(s): Add $.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add $.22 for jackhammer operator, certified welder, gunite machineman.	28.82	16.11	44.93
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	11.00	3.97	14.97
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.69	16.03	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03
315	Final Construction Clean-Up Worker	28.82	15.61	44.43

HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add $0.75/hour 6/3/2013; Add $1.00/hour 6/2/2014; Add $1.50/hour 6/1/2015; Add $1.60/hour 5/30/2016.	33.82	17.60	51.42

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add $0.75/hour 6/3/2013; Add $1.00/hour 6/2/2014; Add $1.50/hour 6/1/2015; Add $1.60/hour 5/30/2016.	33.52	17.60	51.12
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add $0.75/hour 6/3/2013; Add $1.00/hour 6/2/2014; Add $1.50/hour 6/1/2015; Add $1.60/hour 5/30/2016.	33.52	17.60	51.12
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add $2.19/hr on 01/01/2013; Add $2.00/hr on 01/01/2014. Premium Increase(s): Add $.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	38.80	20.17	58.97
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add $2.08/hr on 01/01/2013; Add $2.00/hr on 01/01/2014.	34.50	20.04	54.54
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. Future Increase(s): Add $1.88/hr on 01/01/2013; Add $2.00/hr on 01/01/2014.	28.70	19.86	48.56

HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Crane Operators with CCO certification add $.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add $.50/hr. Over 300 ton OR 300 ft. add $.01/hr. per foot OR ton whichever is greater.	39.16	19.10	58.26
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Premium Increase(s): Crane Operators with CCO certification add $.50/hr.	38.66	19.10	57.76
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Premium Increase(s): Crane Operators with CCO certification add $.50/hr.	38.16	19.10	57.26

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	37.47	19.10	56.57
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add $0.75/hour 6/3/2013; Add $1.00/hour 6/2/2014; Add $1.50/hour 6/1/2015; Add $1.60/hour 5/30/2016.	33.82	17.60	51.42
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.44	19.10	49.54
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add $2/hr on 1/1/2013.	34.89	20.59	55.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add $1.60/hr on 06/01/2013; Add $1.60/hr on 06/01/2014; Add $1.65/hr on 06/01/2015	32.26	17.95	50.21
516	Fiber Optic Cable Equipment	20.00	7.88	27.88

SEWER, WATER OR TUNNEL CONSTRUCTION

Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add $1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.80	16.87	52.67
105	Carpenter Future Increase(s): Add $.75/hr on 6/3/2013. Add $1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.93	19.81	52.74
107	Cement Finisher	30.68	16.75	47.43
109	Electrician Future Increase(s): Add $1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
111	Fence Erector	28.00	4.50	32.50
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	29.56	24.96	54.52
130	Plumber	36.97	17.66	54.63
135	Steamfitter	38.26	19.49	57.75
137	Teledata Technician or Installer	24.65	15.67	40.32
143	Tuckpointer, Caulker or Cleaner	34.35	11.13	45.48
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	31.89	17.98	49.87
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.00	0.00	17.00

LABORERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
301	General Laborer Premium Increase(s): Add $1.92 for bottomman; Add $2.03 for concrete manhole builder, bracer, jointman, or pipelayer; Add $4.83 for blaster. Add $2.00 for all tunnel work under 15 lbs. compressed air; Add $2.00 for 0-30 lbs. compressed air; Add $3.00 for over 30 lbs. compressed air.	28.95	16.11	45.06
303	Landscaper	26.92	12.51	39.43
304	Flagperson or Traffic Control Person	23.55	13.45	37.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03

HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add $1/hr on 6/2/2013. Premium Increase(s): Add $.50/hr for >200 Ton / Add $1/hr at 300 Ton / Add $1.50 at 400 Ton / Add $2/hr at 500 Ton & Over.	35.12	18.46	53.58
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Premium Increase(s): Add $.25/hr for operating tower crane.	35.36	19.15	54.51
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Premium Increase(s): Add $.25/hr for operating tower crane.	34.41	19.15	53.56

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	31.89	18.11	50.00
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Premium Increase(s): Add $.25/hr for operating tower crane.	31.96	19.15	51.11
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
103	Bricklayer, Blocklayer or Stonemason	33.00	15.00	48.00
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher	28.73	17.03	45.76
109	Electrician Future Increase(s): Add $1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
111	Fence Erector	28.00	4.50	32.50
116	Ironworker	31.31	21.99	53.30
118	Line Constructor (Electrical)	37.05	16.94	53.99
124	Painter	29.27	18.18	47.45
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	29.56	24.96	54.52
133	Roofer or Waterproofer	29.40	15.05	44.45
137	Teledata Technician or Installer	24.65	15.67	40.32
143	Tuckpointer, Caulker or Cleaner	34.35	11.13	45.48
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.60	14.64	45.24
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	17.00	0.00	17.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add $1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	25.87	13.00	38.87
207	Truck Mechanic	17.00	0.00	17.00

LABORERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
301	General Laborer	22.31	18.64	40.95
303	Landscaper Future Increase(s): Add $1.70/hr on 6/1/13; Add $1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	28.07	13.90	41.97
304	Flagperson or Traffic Control Person Future Increase(s): Add $1.70/hr on 6/1/2013; Add $1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	24.70	13.90	38.60
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03

HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	35.22	19.90	55.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	34.72	19.90	54.62

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	34.22	19.90	54.12
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	33.96	19.90	53.86

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	33.02	17.60	50.62
546	Fiber Optic Cable Equipment.	20.00	7.88	27.88
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	39.16	19.10	58.26
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add $1/hr on 6/2/2013.	32.92	18.46	51.38

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	32.67	18.44	51.11
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14.	33.67	19.55	53.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14.	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	20.00	7.88	27.88

********** END OF RATES **********

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STATE OF WISCONSIN
DWD
Department of Workforce Development

Scott Walker, Governor
Reginald J. Newson, Secretary
Joe Handrick, Division Administrator

The documents following the Prevailing Wage Rate Determination consist of 18 pages of various forms/documents that will be used throughout the completion of the project. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
16056	Post the White Sheet	Contracting agency	1
16770	Substance Abuse Prevention on Public Works and Publicly Funded Projects, §103.503, Wis. Stats.	All contractors working on public works and publicly funded private construction projects	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
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09/01/12

State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, YOU ARE REQUIRED by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.
[*See*, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

Disclaimer

Employers performing work on public works and publicly funded private construction projects in Wisconsin are required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Sec. 103.503, Wis. Stats. The Department of Workforce Development is neither responsible for enforcement of this law nor authorized to answer questions concerning its provisions. For legal advice on complying with Sec. 103.503, Wis. Stats., you may wish to consult with a private attorney.

103.503 Substance abuse prevention on public works and publicly funded projects. (1) DEFINITIONS. In this section:

(a) "Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted or could have resulted in death, personal injury, or property damage and that occurred while the employee was performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

(b) "Alcohol" has the meaning given in s. 340.01 (1q).

(c) "Contracting agency" means a local governmental unit, as defined in s. 66.0903 (1) (d), a state agency, as defined in s. 103.49 (1) (f), or an owner or developer under s. 66.0904 that has contracted for the performance of work on a project.

(d) "Drug" means any controlled substance, as defined in s. 961.01 (4), or controlled substance analog, as defined in s. 961.01 (4m), for which testing is required by an employer under its substance abuse prevention program under this section.

(e) "Employee" means a laborer, worker, mechanic, or truck driver who performs the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

(f) "Employer" means a contractor, subcontractor, or agent of a contractor or subcontractor that performs work on a project.

(g) "Project" mean a project of public works that is subject to s. 66.0903 or 103.49 or a publicly funded private construction project that is subject to s. 66.0904.

(2) SUBSTANCE ABUSE PROHIBITED. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project. An employee is considered to be under the influence of alcohol for purposes of this subsection if he or she has an alcohol concentration that is equal to or greater than the amount specified in s. 885.235 (1g) (d).

(3) SUBSTANCE ABUSE PREVENTION PROGRAMS REQUIRED. (a) Before an employer may commence work on a project, the employer shall have in place a written program for the prevention of substance abuse among its employees. At a minimum, the program shall include all of the following:

1. A prohibition against the actions or conditions specified in sub. (2).

2. A requirement that employees performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project submit to random, reasonable suspicion, and post–accident drug and alcohol testing and to drug and alcohol testing before commencing work on a project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the project.

3. A procedure for notifying an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a project until he or she meets the conditions specified in sub. (4) (b) 1. and 2.

(b) Each employer shall be responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(4) EMPLOYEE ACCESS TO PROJECT. (a) No employer may permit an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under sub. (3) to perform work on a project until he or she meets the conditions specified in par. (b) 1. and 2. An employer shall immediately remove an employee from work on a project if any of the following occurs:

1. The employee violates sub. (2), tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.

2. An officer or employee of the contracting agency has a reasonable suspicion that the employee is in violation of sub. (2) and requests the employer to immediately remove the employee from work on the project.

(b) An employee who is barred or removed from work on a project under par. (a) may commence or return to work on the project upon his or her employer providing to the contracting agency documentation showing all of the following:

1. That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in sub. (2).

2. That the employee has been approved to commence or return to work on the project in accordance with the employer's substance abuse prevention program.

(c) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain–of–custody procedures established by the substance abuse and mental health services administration of the federal department of health and human services.

(5) LOCAL ORDINANCES; STRICT CONFORMITY REQUIRED. A local governmental unit, as defined in s. 66.0903 (1) (d), may enact an ordinance regulating the conduct regulated under this section only if the ordinance strictly conforms to this section.

History: 2005 a. 181; 2009 a. 28.

Consolidated List of Debarred Contractors
Prepared and Issued By
State of Wisconsin
Department of Workforce Development

September 1, 2012

This list has been prepared in accordance with the provisions of s. 66.0903(12), s. 66.0904(10) and s. 103.49(7), Stats. and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project or publicly funded private construction project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Julie Eckenwalder, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3148. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

Name of Contractor	Address	Effective Date	Termination Date	Cause Code	Date of Violation(s)	Limitations/Deviations
Abel, Mike	*See,* Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/2015	1	2011	None
Atkins, Scott	*See,* Freedom Insulation, Inc					
Boecker, Roger	*See,* R-Way Pumping, Inc					
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Custom Heating & Air LLC	283 Tony Lane Green Bay, WI 54304	12/1/06	11/30/09	1, 2 and 4	2003 & 2004	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Fisher, Ed &/or Fisher, Rhonda	*See,* Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008-2010	None

Name of Contractor	Address	Effective Date	Termination Date	Cause Code	Date of Violation(s)	Limitations/Deviations
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/11	5/31/15	1,2 and 4	2007 & 2008	None
Jinkins, Richard	*See,* Castlerock Commercial Construction, Inc.					
Joseph Stoller Company	N8426 Hwy 42 Algoma, WI 54201	2/1/07	1/31/10	1 and 2	2004 & 2005	None
Keiver, David	*See,* Custom Heating & Air LLC					
Ofstie, Darin	*See,* Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006-2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
Stoller Enterprises LLC	N8426 Hwy 42 Algoma, WI 54201-9552	2/1/2007	1/31/10	1 and 2	2005 to 2006	None
Stoller, Joseph	*See,* Joseph Stoller Company					
Stoller, Patrick J	*See,* Stoller Enterprises LLC					
Thull, Gerald T	*See,* JT Roofing, Inc.					

Cause Code: 1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime 3 = Kickback 4 = Payroll Records.

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.
The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

(1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**

(A) The contractor, or a shareholder, officer or partner of the contractor:

(1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Signature of Authorized Officer	Date Signed		
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) Wisconsin Statutes.
The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of)	Project Name	
	DWD Determination Number	Project Number (if applicable)
)SS	Date Determination Issued	Date of Contract
County Of)	Awarding Agency	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- **I have** fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Signed	
Signature of Authorized Officer				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
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Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

If you have any questions call (608) 266-6861

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____)	Project Name	
	DWD Determination Number	Project Number (if applicable)
)SS	Date Determination Issued	Date of Subcontract
County Of _____)	Awarding Contractor	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- **I have** fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ( )
Print Name of Authorized Officer			Date Signed	
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( )			Telephone Number ( )		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( )			Telephone Number ( )		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
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Telephone Number ( )			Telephone Number ( )		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( )			Telephone Number ( )		

If you have any questions call (608) 266-6861

State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].
The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

1. Name of Project Appearing on the Project Determination			
County	City, Village or Town		
DWD Project Determination Number	Project Number (if applicable)		
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)			
a.	b.		
c.	d.		
3. Employer Name (Print)	Requester Name (Print)		
Address	City	State	Zip Code
Telephone Number ( )	Requester Title		
Email address (if you prefer to receive your response via email)	Fax Number (if you prefer to receive your response via fax) ( )		

READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

Requester Signature	Date Signed

MAIL the completed request to:
EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
PO BOX 8928, MADISON WI 53708
OR
FAX the completed request to: (608) 267-0310 / **DO NOT e-mail your request.**
Call (608) 266-6861 for assistance in completing this form.

ERD-10860 (R. 11/2010)

Department of Workforce Development
Equal Rights Division
P.O. Box 8928
Madison, WI 53708-8928
Telephone: (608) 266-6860
Fax: (608) 267-4592
TTY: (608) 264-8752

STATE OF WISCONSIN

Department of Workforce Development

Scott Walker, Governor
Reginald J. Newson, Secretary
John P. Conway, Division Administrator

PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost that equals or exceeds single-trade or multiple-trade project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for each of these exclusions. The prevailing wage law that applies to local governmental units is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Thresholds

A "single-trade project of public works" means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is $48,000.

A "multiple-trade project of public works" means a project in which no single trade accounts for 85% or more of the total labor cost of the project.

(a) The multiple-trade threshold is $100,000, unless a municipality falls under the description in (b).

(b) The multiple-trade threshold of $234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

Effective July 1, 2011, a local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm
  To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user's computer. Use this project determination on line application at the following address:

http://dwd.wisconsin.gov/er/prevailing_wage_rate/pw_online_determinations.htm

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.

- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.

- Award contracts to contractors who do *not* appear on the "Consolidated List of Debarred Contractors."

- Post the prevailing wage rate determination on the project site. (This document is often referred to as "the white sheet.")

- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project exceeds the prevailing wage thresholds, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,

- when one public entity does work for another public entity,

- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance (except for some residential subdivisions).

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

Department of Workforce Development
Equal Rights Division
P.O. Box 8928
Madison, WI 53708-8928
Telephone: (608) 266-6860
Fax: (608) 267-4592
TTY: (608) 264-8752

STATE OF WISCONSIN

Department of Workforce Development

Scott Walker, Governor
Reginald J. Newson, Secretary
John P. Conway, Division Administrator

PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for each of these exclusions. The prevailing wage law that applies to local governmental units and their contractors is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies and their contractors is §103.49, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Effective July 1, 2011, any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.

- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.

- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.

- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.

- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

SUMMARY OF PREVAILING WAGE LAW CHANGES EFFECTIVE JULY 1, 2011

(This document updated 07/27/11)

For further updates on this topic, refer to the prevailing wage website at:
http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

The recently approved State budget bill (2011 Wisconsin Act 40) includes major changes to prevailing wage laws (§§66.0903, 66.0904, 103.49 & 103.50, Wis. Stats.) effective JULY 1, 2011. Significant changes are described below.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Thresholds	All public entities & Contractors	The $25,000 threshold for public works projects has been changed to single-trade and multiple-trade project thresholds as noted below. The new thresholds apply to prevailing wage projects whose prime contract is awarded after June 30, 2011.
Non-applicability: Threshold for Single-Trade Projects	All public entities & Contractors	Any single-trade project of public works with an estimated cost of completion of less than $48,000 does not require a prevailing wage rate determination. "Single-trade project of public works" means a project of public works in which a single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Threshold for Multiple-Trade Projects	All public entities except cities, towns & villages as noted below & Contractors	Any multiple-trade project of public works with an estimated cost of completion of less than $100,000 does not require a prevailing wage rate determination. "Multiple-trade project of public works" means a project of public works in which no single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Threshold for Multiple-Trade Projects	Cities or villages with a population less than 2500 & Towns & Contractors	A multiple trade project of public works erected, constructed, repaired, remodeled, or demolished by a private contractor for a city or village with a population less than 2500, or a town with an estimated cost of completion of less than $234,000 does not require a prevailing wage rate determination. "Multiple-trade project of public works" means a project of public works in which no single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Minor service & maintenance work	Towns & Contractors	The following TOWN projects only do not require a prevailing wage rate determination: • A project not funded under §86.31, Stats. (TRIP projects) that is limited to minor crack filling, chip or slurry sealing or other minor pavement patching, not including overlays. • The depositing of gravel on an existing gravel road applied solely to maintain the road; • Road shoulder maintenance; • Cleaning drainage or sewer ditches or structures; • Any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Non-applicability: Certain nursing homes	All public entities	Prevailing wage law §66.0903, Stats., does not apply to a project of public works involving the erection, construction, repair, remodeling, or demolition of a nursing home in a county having a population of less than 50,000 when the project commences no later than July 1, 2012.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website is discontinued effective July 1, 2011. However, contractors who worked on prevailing wage projects during the period January 1, 2010 through June 30, 2011, must comply with the repealed law for work completed on projects during that period of time.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Complaints	Complainants	There are no longer investigation fees.
Statewide uniformity	Local govern-mental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.

Topic	Who's affected?	Brief description of requirement under §66.0903, §103.49 or §103.50
Covered employees	Truck drivers & Other workers & Contractors	A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies: 1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle. 2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.
Annual Prevailing Wage Survey	All public entities	When establishing yearly prevailing wage rates, DWD may not use data from any construction work that is performed by a local governmental unit or a state agency.
Prevailing Wage Rates	DOT & Contractors & Employees	For state highway prevailing wage rates, DWD is required to include wage rates for work performed on Sundays, holidays and shift differentials based on the time of day or night when work is performed.

The 2009-2011 State budget bill (2009 Wisconsin Act 28) created a new prevailing wage law (§66.0904, Wis. Stats.) for PUBLICLY FUNDED PRIVATE CONSTRUCTION PROJECTS effective January 1, 2010. The current 2011-2013 State budget bill (2011 Wisconsin Act 32) REPEALS this law. So the publicly funded private construction projects law only applies to projects that awarded the prime contract during the period January 1, 2010 through June 30, 2011.

SINGLE & MULTIPLE TRADE PROJECT THRESHOLDS FOR §§66.0903 & 103.49, Wis. Stats. Effective July 1, 2011

The $25,000 threshold for public works projects has been changed to single-trade and multiple-trade project thresholds as described below. Projects of public works with total estimated costs of completion that equal or exceed these thresholds require a prevailing wage rate determination.

SINGLE-TRADE THRESHOLD

A "single-trade project of public works" means a project in which a single trade accounts for 85 percent or more of the total labor cost of the project.

The single trade threshold is $48,000.

MULTIPLE-TRADE THRESHOLDS

A "multiple-trade project of public works" means a project in which no single trade accounts for 85 percent or more of the total labor cost of the project.

(a) The multiple-trade threshold is $100,000, unless a municipality falls under the description in (b).

(b) The multiple-trade threshold of $234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for:

- a city or village with a population less than 2500, or
- a town

APPLYING THE NEW THRESHOLDS

The department will apply the new single-trade & multiple-trade prevailing wage thresholds to projects of public works for which the prime contract is awarded on or after July 1, 2011.

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SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A45

Add the following language at the end of the definition:

The Work is considered Substantially Complete when the following have been completed:

All watermain and appurtenances have been successfully pressure tested and bacteriological tested,

All water service laterals have been successfully reconnected,

Initial restoration completed.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Copies of Documents

A. Owner shall furnish to Contractor up to 5 printed or hard copies or electronic version of the Drawings and Project Manual. Additional printed or hard copies will be furnished on request at the cost of reproduction.

ARTICLE 4 – AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS, REFERENCE POINTS

SC-4.02

Add the new paragraphs immediately after Paragraph 4.02.B:

C. Copies of reports and drawings itemized in SC-4.02.C that are not included with Bidding Documents may be examined at the office of Engineer during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of Drawings and Specifications.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.01

Add the following new paragraph immediately after Paragraph 5.01.C:

D. Separate Performance and Payment Bonds should be submitted utilizing EJCDC Form C-610 and C-615 (2002 Edition) or a similar bond form if approved by Owner.

SC-5.04

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

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

1. Worker's Compensation Insurance

Coverage A -	Statutory	
Coverage B -	$1,000,000	Each Accident
	$1,000,000	Disease - Policy Limit
	$1,000,000	Disease - Each Employee

2. Commercial General Liability

$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate
$2,000,000	Each Occurrence
$2,000,000	Personal Injury

3. Comprehensive Automobile Liability

$1,000,000 Combined Single Limit - Bodily injury and property damage. All owned, non-owned, and hired vehicles.

4. Umbrella Excess Liability

$5,000,000	Each Occurrence
$5,000,000	Aggregate

Umbrella excess liability shall be a combined single limit which shall provide excess liability insurance over Commercial General Liability, Comprehensive Automobile Liability, and Employers Liability.

5. The following persons or entities shall be included as additional insured on the Commercial Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability. This coverage shall be primary and noncontributory:

Owner.

Engineer.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

SC-6.06

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

H. Contractor shall pay interest of 1-1/2 percent per month or any part of a month to the subcontractor, supplier, or other entity on any amount not paid on time to the

subcontractor, supplier, or other entity. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the Contractor shall pay the actual penalty due to the subcontractor, supplier, or other entity. A subcontractor, supplier, or other entity who prevails in a civil action to collect interest penalties from a Contractor must be awarded its costs and disbursements, including attorney's fees included in bringing the action.

SC-6.08.A

Amend the first sentence of Paragraph 6.08.A by replacing the words "the Supplementary Conditions" with the words "Division 1."

SC-6.19.A

Delete the words "representation of" in the second sentence.

ARTICLE 10 –CHANGES IN THE WORK; CLAIMS

SC-10.05.B

Amend the first sentence of Paragraph 10.05.B by replacing the words "30 days" with the words "10 days." Amend the third sentence of Paragraph 10.05.B by replacing the words "60 days" with the words "30 days."

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

SC-13.07.A

Amend the first sentence of Paragraph 13.07.A by striking out the words "one year" and inserting the words "two years."

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.B5

Add the following new item immediately after Item 14.02.B5d:

e. Contractor's failure to make acceptable submittals in accordance with the accepted schedules.

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01

Delete Paragraph 16.01.C in its entirety and insert the following in its place:

C. If the claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C3 or 10.05.D shall become final and binding 30 days after termination of the mediation, unless within that time period Owner or Contractor:

1. elects in writing to demand arbitration of the claim, pursuant to Paragraph SC-16.02, or
2. agrees with the other party to submit the claim to another dispute resolution process.

SC-16.02

Add the following new paragraph immediately after Paragraph 16.01:

Arbitration

A. All claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of Final Payment as provided by Paragraph 14.09), including but not limited to those not resolved under the provisions of Paragraphs SC-16.01.A and 16.01.B, will be decided by arbitration in accordance with the Construction Industry Dispute Resolutions Procedures of the American Arbitration Association then in effect subject to the conditions and limitations of this Paragraph SC-16.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in Paragraph SC-16.01.C and in all other cases within a reasonable time after the claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim or other dispute or matter in question would be barred by the applicable statue of limitations.

C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, Engineer's consultants and the officers, directors, partners, agents, employees, or consultants of any of them) who is not a party to this Contract, unless:

   1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

   2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties in writing and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof and it will not be subject to modification or appeal, subject to provisions of the Controlling Law relating to vacating or modifying an arbitral award.

F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

END OF SECTION

RSECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Basic description of the Project and Work restrictions.

1.02 SUMMARY OF WORK

A. Project Name: Bayside Water Main Project 2013, Bayside, Wisconsin for the City of Mequon, Water Utility.

B. Description of Work: Project consists of the construction of a 8-inch diameter water main in the various locations in the Village of Bayside. The new 8-inch main will serve new development, replace existing water trust groundwater systems, and homes with private wells. Locations of water main are listed below:
   1. Glencoe PL. Iroquois Rd. Mohawk Rd and alleyway (must be completed first)
   2. Santa Monica Blvd, Regent Rd, Malibu Dr., Marti Ct. (Santa Monica and Vista del Mar Water Trusts)
   3. Ravine Baye (mandatory directional drill installation)
   4. Seneca Rd, Navajo Rd, Krause and Ellsworth (Northway #1 and #2 Water Trusts)
   5. Brown Deer Rd crossing

1.03 PHASED WORK SCHEDULE

A. Water main installation to the Sendicks site is the first leg of the project that will be constructed. Substantial completion of the water main installation and all testing completed is June 8, 2013. Residential services that are required along this route can be constructed any time prior to final completion of the entire project.

B. The second phase of the project is the Santa Monica Blvd, Regent Rd, Malibu Dr., Marti Ct. and Navajo Rd. streets. The Village of Bayside will be reconstructing the majority of these streets. Substantial completion of the water main, all testing, and residential services must be completed by August 30, 2013.

C. The remainder of the water main must be substantially completed by October 15, 2013.

1.04 COMPLETION DATES

A. Substantial Completion: Set forth in the Agreement.

B. Final Completion: Set forth in the Agreement.

1.05 LIQUIDATED DAMAGES

A. Provisions for liquidated damages are set forth in the Agreement.

1.06 WORK RESTRICTIONS

A. Use of Site:
   1. Location of construction facilities, staging areas, product stockpiles, material storage, and temporary construction shall be approved by the Village of Bayside and Mequon Water Utility prior to start of construction. All products, materials and staging areas shall be removed and the area restored upon completion of Work.
   2. Contractor responsible for snow removal and disposal from the Owner's property if necessary to maintain access and working space during construction.
   3. Keep existing driveways and entrances clear and available to the public and to the Owner.
   4. If additional space is needed, obtain and pay for such space off Site.

B. Access to Site: Access is available from existing streets.

1.07 OTHER WORK AT SITE

A. Village will have street reconstruction work completed on Malibu Dr., Marti Ct., and Navajo Rd. from Brown Deer Rd. to Krause Pl. Complete pavement restoration will not be required in this area as long as water main and service work is completed prior to August 30, 2013.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Administrative and procedural requirements for allowances, Alternates, pricing of Work, and request for payment procedures.

1.02 ALTERNATES

A. This article identifies each Alternate by number and describes the basic changes to be incorporated into the Work as part of that Alternate. Refer also to the Specifications and Drawings for information.

B. Alternates may be accepted by the Owner in any order and may be used to determine the award of Contract consistent with the Instructions to Bidders.

1.03 BID UNIT PRICES

A. The following work shall be incidental to the Bid Unit Prices: Excavation, subsurface exploration for existing utilities, removal and disposal excavated material, bracing/shoring, dewatering, bedding material, pipe fittings, insulation, backfill, compaction, inlet protection and maintenance, traffic control, system testing, removal/abandonment of existing hydrants and valve boxes, temporarily plating of open trench, and tree trimming.

B. The following work shall be incidental to the Bid Unit Prices: Removal and re-installation of culvert pipe, as required to install the water main. If the culvert pipe is damaged during removal or re-installation work the cost to replace the culvert will be the responsibility of the contractor. If it is determined the integrity of the culvert pipe is failing prior to removal the culvert, the culvert maybe replaced and the cost will be covered under the bid item for 12-inch culvert replacement.

C. Water main, backfill, and restoration – open cut or directionally drilled
   1. Provide water main pipe and associated materials including tracer wire, corrosion protection, thrust restraints, backfill material, and surface restoration. Responsible for emergency response, continuous spill/surface observation and containment.
   2. Measurement – By lineal feet along center of water main including fittings and valves.
   3. Payment – Per unit price listed on the Bid Form for backfill and restoration material category measured.

D. Water main – required directionally drilled
   1. Provide water main pipe and associated materials including tracer wire, corrosion protection, thrust restraints, fittings, and any connection to dissimilar pipe for the required areas noted on the plans. Backfill material, and surface restoration of the bore pits shall be incidental to the per foot cost of directional drilling.
   2. Measurement – By lineal feet along the center of the water main
   3. Payment – Per unit price listed on the Bid Form for required directionally drilled sections

E. 8-inch water main valves
   1. Provide water main valve and valve box, including valve box adapter, corrosion protection, and 8" concrete block
   2. Measurement – By each valve provided
   3. Payment – Per unit price listed on the Bid Form installed.

F. Hydrant Assembly
   1. Provide hydrant, ductile iron hydrant lead pipe, hydrant valve and valve box, including corrosion protection, valve box adapter, thrust restraints, blocking, 8" concrete blocks, #2 stone bedding around drain plugs, and tracer wire terminal box.
   2. Measurement – By each hydrant assembly provided
   3. Payment – Per unit price listed on Bid Form for each hydrant assembly installed.

G. 2", or 1-1/4" Tap, Saddle, Corporation
   1. Provide and install service tap, saddle, and tapping corporation for new water services
   2. Measurement – By each new service connection provided
   3. Payment – Per unit price listed on the Bid Form by diameter for each new service installed

H. 2", or 1-1/4" HDPE Water Service
   1. Provide HDPE water tubing and for each new water service
   2. Measurement – Per lineal feet along the center of the water tubing
   3. Payment – Per unit price on Bid Form by diameter for water piping installed

I. 2", or 1-1/4" curb valve and box
   1. Provide water curb stop valve and curb stop box
   2. Measurement – By each curb valve and curb stop box provided
   3. Payment – Per unit price on the Bid Form by diameter for curb valve and box installed

J. Water Service Reconnection
   1. Reconnect existing water service including tapping new main and installing up to 5 lineal feet of new service pipe and couplings for each water service reconnection. Includes anode connection to any copper service reconnection. Backfill material and surface restoration shall be included in the unit cost for service reconnection.
   2. Measurement – Per each water service reconnected provided
   3. Payment – Per unit price on the Bid Form for each service reconnected

K. Connection to Existing Water Main
   1. Provide 16" or 12" tapping saddle, 8" tapping valve and associated materials to connect to the existing water system.
   2. Measurement – Per each connection including tapping saddle and 8" valve
   3. Payment – Per unit price on the Bid Form for each connection installed

L. Rock Bag Ditch Check
   1. Provide Rock Bag Ditch check. Maintenance, removal and disposal of ditch checks and trapped sediment, reshaping ditch, and surface restoration
   2. Measurement – Per each ditch check provided
   3. Payment – Per unit price on the Bid Form for each ditch check installed

M. Silt Fence
   1. Provide, maintain, remove and dispose of silt fence including removal and disposal of trapped sediment, and surface restoration
   2. Measurement – By lineal feet along the base of silt fence provided
   3. Payment – Per unit price on the Bid Form for silt fence installed

N. Erosion Control Mat
   1. Provide, install, and maintain erosion control mat where requested by the Engineer or Village of Bayside.
   2. Measurement – By square yard of erosion mat installed
   3. Payment – Per unit price on the Bid Form for erosion control mat

O. Temporary Erosion Control
   1. Provide, maintain, remove, and dispose of temporary erosion control devices such as Filter Bags, Inlet protection, and Tracking Pad as noted on the plans and specifications
   2. Measurement and Payment for Temporary Erosion Control devices shall be considered incidental to the Unit Prices on the Bid Form.

P. 12-inch Culvert Replacement
   1. Provide and install 12-inch diameter culvert pipe including bedding and backfill materials as required.
   2. Measurement – By lineal foot of culvert pipe provided
   3. Payment – Per unit price on the Bid Form for culvert pipe installed

Q. Provide access and assist Engineer in determining actual quantities of Bid Unit Price work.

R. Provide documentation to substantiate Bid Unit Price work.

S. Increased/Decreased Quantities:
   1. There will be no compensation above the Bid Unit Prices listed in the Bid Form allowed for actual quantities that are either above or below the proposed quantities.
   2. In the event that none of the work included in a Bid Item is performed, the entire amount of that Bid Item will be credited back to the Owner at 100 percent of the indicated value.

1.04 PAYMENT PROCEDURES

A. For each Application for Payment, submit 4 signed copies to Engineer prior to the dates identified in the Agreement and at the Preconstruction Conference.

B. Attach the following supporting documentation, in addition to the requirements of General Conditions Article 14 to each play application:
   1. Documentation to substantiate Bid Unit Price work.
   2. Updated construction schedule consistent with Section 01 33 00 and Section 01 20 00. Payment will not be made until the updated schedule is received.
   3. Evidence that all trades are maintaining up to date record drawings.
   4. Dollar values of cost-related activities shall be updated as the construction schedule is updated, as described above, to show an accurate dollar value completed during progression of the Work.

C. The Contractor and all subcontractors shall include weekly certified payroll documentation with each pay request. Funding Agency agreements associated with Project require these submittals as mandatory on a weekly basis. Payment shall not be made until certified payroll has been received.

1.05 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying Total Adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:

1. All closeout procedures specified in Sections 01 70 00, and 01 78 39.
2. Written Notification of Substantial Completion.
3. Executed Certificate of Substantial Completion.
4. Written Notification of Final Completion.
5. Spare Parts, Operation and Maintenance Manuals, instructions, schedules, warranties, guarantees, bonds, certificates, certificates of inspection, and other documents.
6. Final Application for Payment, including accompanying documentation
7. Remove temporary protection devices and facilities.
8. Submit final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
9. Submit a copy of the Engineer Final Punch-List of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
10. Submit Consent of Surety Company to Final Payment.
11. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
12. Submit final meter reading for utilities and similar data either as of the Date of Substantial Completion or the date when the Owner took possession of and responsibility for corresponding elements of the work.
13. Submit proof satisfactory to Owner that taxes, fees, and similar obligations of Contractor have been paid.
14. Submit lien waivers from Contractor, subcontractors, and material suppliers in the full amount of the Contract.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General requirements for overall Project coordination.

1.02 UTILITIES

A. Notify Digger's Hotline before starting construction in a given area, requesting utility locations in the field.

B. Project Utility Sources: Coordinate Work with the following utility owners.
   1. Village of Bayside Sanitary Sewer
   2. Village of Bayside Storm Water
   3. We Energies Gas & Electric
   4. City of Mequon Water Utility
   5. Time Warner Cable
   6. AT&T Telephone
   7. MMSD
   8. Santa Monica, Vista-del-mar, and Northway #1 and #2 Water Trusts

C. Owner requires a 48-hours notice for all utility interruptions.

1.03 PERMITS

A. Comply with the stipulations of the following permits, which have been applied for and will be furnished by the Owner:
   1. Wisconsin Department of Natural Resources (WDNR) Watermain Extension Permit.
   2. Wisconsin Department of Natural Resources (WDNR) NOI permit.

B. Apply for, obtain, and comply with the provisions of the following permits, including the permit application fee:
   1. Village of Bayside Erosion Control Permit
   2. Village of Bayside Right away permit – **permit fee of $300 is required per home** that will connected to the water main. It is estimated 160 homes will require the row permit.

C. Apply for, obtain, and comply with other permits, licenses, and approvals which may be required for the Project.

1.04 SURVEYING AND CONSTRUCTION OBSERVATION

A. Provide Engineer a minimum of 48-hours notice in advance of the need for establishing lines, grades, measurements, grade checks, and observation of Work.

B. Engineer will furnish a Resident Project Representative consistent with Paragraph 9.03 of the Supplementary Conditions.

C. Notify Engineer prior to all special inspections consistent with Section 01 45 33.

1.05 PROJECT MEETINGS

A. Administrative Requirements:
   1. Project Superintendent or persons designated by the Contractor to attend and participate in the Project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the Project meetings.
   2. Engineer will set the time, sites, and prepare the agenda for the meetings.
   3. Engineer will prepare meeting minutes and distribute 1 copy to Contractor. Notify Engineer of inaccuracies or discrepancies in the meeting minutes within 5-calendar days of receipt of the minutes.
   4. The attendance and cooperation of subcontractors and suppliers may be required.

B. Preconstruction Conference:
   1. Provisions for the Preconstruction Conference are set forth in the General Conditions.
   2. Requirements for preconstruction submittals are set forth in the General Conditions. Submittal procedures shall be consistent with Section 01 33 00.

C. Progress Meeting Procedures:
   1. Engineer will schedule construction progress meetings throughout the duration of the Project to assess the progress of the Work, identify and discuss Project related issues, and discuss near-term construction activities.

1.06 CONSTRUCTION SCHEDULING

A. Sequencing and Scheduling:
   1. Coordinate Work with work of utility and street contractors. Conform to the requirements of Section 01 10 00.
   2. Notify Owner 48 hours in advance of water service connections.

1.07 LAYOUT

A. The Contractor shall utilize existing and verified benchmarks for overall Site layout. Prior to commencing Work on the Project or performing layout, Contractor shall verify legal property and easement lines before construction commences and shall cross-reference and check with Site layout.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preliminary schedule.

B. Construction progress schedule.

1.02 SUBMITTALS

A. Within 10 calendar days after the date of the Agreement, submit preliminary schedule defining planned operations for the project.

B. Within 10 days after joint review, submit complete schedule.

1.03 SCHEDULE FORMAT

A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable Specification Section number.

B. Prepare schedules on 11 inch by 17 inch sheets showing overall sequence of construction. Organize the schedule by work activity. Identify separate stages of each work activity:
   1. List work items in chronological sequence. Show beginning and completion dates of each activity. Include all activities with an estimated duration of 3 days or longer.
   2. Format schedule as a horizontal bar chart. Provide separate bars for each activity or trade.
   3. Provide space for revisions and notations.
   4. Identify interrelations between activities.
   5. Include estimated times for preparation of submittals by Contractor, processing and review of submittals by Engineer, fabrication, delivery, installation, testing, start-up, instruction of Owner, and clean-up.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT OF SCHEDULE

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify work to be completed for each phase of construction.

C. Include weekly conferences and meetings in schedule.

D. Show accumulated percentage of completion of each item and total percentage of Work completed as of the first day of each month.

3.03 REVIEW AND EVALUATION OF SCHEDULE

A. Participate in joint review and evaluation of schedule with Engineer at each submittal.

B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.

C. After review, revise as necessary as result of review and resubmit within 10 days.

3.04 UPDATING SCHEDULE

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision with projected completion date of each activity.

C. Annotate diagrams to graphically depict current status of Work.

D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

E. Indicate changes required to maintain date of Substantial Completion.

F. Submit reports required to support recommended changes.

G. Submit updated progress schedules with each progress payment request as required in Section 01 20 00.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General procedures and requirements for submittals during the course of construction.

1.02 SEQUENCING AND SCHEDULING

A. Schedule submittals consistent with the Contractor's schedule of shop drawings.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 CONSTRUCTION SCHEDULE

A. As Work progresses, revise, update, and resubmit schedule as requested by Engineer. At a minimum, update schedule with each Application for Payment. Show all activities started or finished since previous schedule was submitted and show percentage of completion for each activity.

3.02 EMERGENCY CONTACT LIST

A. Before any Work at the Site is started, submit a typed list on 8-1/2 inch by 11 inch paper outlining 24 hour on-call contacts for the Project. This list shall include the Contractor's safety representative, key representatives from the Contractor, subcontractors, and suppliers. Include the following information for each contact:
   1. Company name.
   2. Contact person(s).
   3. Local and mobile phone numbers.
   4. Fax number.

3.03 SHOP DRAWINGS AND MANUFACTURERS' INFORMATION

A. Conform to the requirements of the General Conditions, except as modified herein.

B. The minimum sheet size shall be 8-1/2 inches by 11 inches. Non-legible copies will not be reviewed.

C. Submit a minimum of 4 copies of shop drawings, plus the quantity of copies the Contractor wants returned. Each copy shall contain the following information:
   1. Date of submission and date of any previous submittals.
   2. Project Title.
   3. Names Of: Contractor, subcontractor, supplier, and manufacturer.
   4. Identification of product and Specification Section number.
   5. Identification of revisions from previous submittals.

6. A 4 inch by 4 inch blank space for the Engineer's stamp.

D. Engineer's review will be in conformance with the requirements of the General Conditions, except as modified herein.

E. Engineer will stamp shop drawings and indicate requirements for Contractor's review or resubmittal as follows:
   1. "Approved" – Appears that items covered by the submittal will, after installation or incorporation into the Work, conform to the Contract Documents and appears to be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
   2. "Approved as Noted" – Appears that items covered by the submittal will, after installation or incorporation into the Work, conform to the Contract Documents and appears to be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, except as noted by Engineer.
   3. "Revise and Resubmit" – Appears that items covered by the submittal will not, after installation or incorporation into the Work, conform to the Contract Documents and will not be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Work cannot proceed until the submittal is revised and resubmitted conforming to the resubmittal procedures described in the General Conditions.
   4. "Rejected" – Work covered by the submittal is not complete or it appears that items covered by the submittal will not, after installation or incorporation into the Work, conform to the Contract Documents and will not be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall conform to the resubmittal procedures described in the General Conditions.

F. Engineer will return reviewed submittals to Contractor by U.S. Postal Service general delivery. If Contractor wants Engineer to expedite return delivery, Contractor shall notify Engineer in writing and reimburse Owner for delivery plus 15 percent mark-up.

3.04 TEST REPORTS

A. Submit 3 copies of all inspections, tests, and approvals required in the Specification.

3.05 FUSING CERTIFICATES

A. Submit fusing certificates for each person by name assigned to do field welding of materials installed under this contract. Certificates shall indicate that each person has passed tests specified by Pipe Manufacturer and shall be submitted prior to execution of any fusing.

3.06 MATERIAL AND SAFETY DATA SHEETS

A. Furnish Owner with current copies of Material Safety Data Sheets for all chemicals and products on Site.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Arrange for and provide temporary facilities and controls. Pay all costs until final acceptance of the Work.

B. Make all temporary connections to utilities and services in locations acceptable to the Engineer and local authorities having jurisdiction. Furnish all necessary labor and materials. Maintain connections and remove the temporary installation and connections when no longer required.

C. Pay costs for temporary electrical power, temporary water, and temporary heating.

1.02 REFERENCES

A. As a minimum, the provisions of the Wisconsin State Highway Specifications and Wisconsin State Manual for Uniform Traffic Control Devices shall be met. All traffic control procedures shall be subject to the approval of the Engineer/Architect.

B. Standard Specifications for sewer and water construction in Wisconsin, latest Edition.

1.03 SUBMITTALS

A. If traffic management and control beyond that shown on the Drawings and specified is proposed, submit a Traffic Management and Control Plan consistent with Section 01 33 00. Plan shall include the following information:
   1. Haul and access routes.
   2. Traffic control measures.
   3. Permits or applications required by local authorities.
   4. Temporary facilities required.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 MOBILIZATION

A. Move personnel, equipment, materials, and all other items required to complete the Work at the Site.

B. Establish Contractor offices, or other facilities necessary for Work on the Project.

C. Temporarily hold or relocate utilities and any miscellaneous structures, such as signs, power poles, guy wires, and mailboxes disturbed.

3.02 SIGNS, MAILBOXES, ETC. REMOVAL AND REPLACEMENT

A. Remove, store carefully, and replace all signs, posts, etc. that may be within the Site as directed by Engineer.

B. Temporary remove existing mailboxes and posts, only when in conflict with the work. All mailboxes and posts shall be re-installed the same day. Temporary removal of the mail boxes and posts shall occur such that mail delivery is not interrupted. Mailboxes, posts, and appurtenances damaged during construction shall be replaced with new at no charge to Owner.

3.03 TEMPORARY UTILITIES

A. Provide and maintain all temporary facilities, utilities, and controls as long as needed for the safe and proper completion of the work. Remove all temporary facilities, utilities, and controls as rapidly as progress will permit or as directed by Engineer.

B. Temporary Water for Construction: Obtain water for construction from locations designated by Mequon Water Utility. Contractor shall pay for temporary water purchases.

C. Temporary Electricity:
   1. Provide all necessary temporary electric service and temporary wiring and lighting needed for construction activities. Contractor shall pay for all temporary electricity.

3.04 CONSTRUCTION FACILITIES

A. Sanitary Facilities:
   1. Comply with all governing regulations, including safety and health codes, for sanitary fixtures and facilities.
   2. Provide self-contained toilet units, or water and sewer connected temporary toilet facilities consistent with governing regulations. Contractor may not use Owner's toilet facilities.
   3. Provide and maintain adequate supply of toilet tissue, paper towels, paper cups, and similar disposable materials appropriate for each facility. Provide appropriate covered waste containers for used material.

3.05 TEMPORARY CONSTRUCTION

A. Pumping and Dewatering:
   1. Provide draining, pumping, dewatering, and cleaning operations necessary to complete the Work.
   2. Provide all necessary pumping to remove all surface water and groundwater from structures as required for the Work. Provide erosion control measures as defined in Section 01 57 13 for discharge of water.
   3. Protect Site and adjacent property to avoid damage.

3.06 TRAFFIC CONTROL

A. Provide and maintain all traffic control devices needed to guide, warn, control, and protect traffic throughout the Site. All traffic control devices and other protective measures shall conform to MUTCD.

B. Remove traffic control devices at the conclusion of the Work.

C. Flaggers are required to protect construction vehicles during unloading or construction materials. Conform to the requirements of the MUTCD, the Flagging Handbook included in the Field Manual for Temporary Traffic Control Zone Layouts, and the following: while on duty flaggers shall wear hard hats and reflectorized florescent orange vests; and flaggers shall be fully clothed when on duty with shirt or blouse, slacks or trouser, and sturdy shoes.

D. Traffic control shall be the responsibility of the Contractor.

E. The Contractor shall be responsible for the erection and maintenance of all barricades, lights, and signs necessary for public safety and convenience in accordance with all applicable requirements. In general, all hazards within the limits of the work or on detour around the work must be marked with well-painted, well-maintained barricades, reflectors, electric lights, flashers, and warning and directional signs in sufficient quantity and size adequate to protect life and property. These safe-guards shall be moved, changed, increased, or removed as required during the progress of the work to meet changing conditions.

F. Field Quality Control:
   1. Daily inspect and insure that all traffic control devices required by the construction are in accordance with the MUTCD. Any discrepancy between the actual devices in use and the required devices shall be immediately rectified.
   2. Furnish names, addresses, and phone numbers of at least 3 individuals responsible for the placement and maintenance of traffic control devices. At least 1 of these individuals shall be "on call" 24 hours per day, 7 days per week during the time any traffic control devices furnished and installed by the Contractor are in place.
   3. Provide access for emergency vehicles and busses to all residences at all times.
   4. Respond to any request from the Engineer to improve or correct the usage of traffic control devices on or related to this Project within 1 hour of the time of notification.
   5. Keep all traffic control signs and devices in a legible condition. This shall include but not be limited to removing grime and dust deposited on any device by traffic, natural causes, or when requested by Engineer.

3.07 TEMPORARY BARRIERS AND ENCLOSURES

A. Temporary Barriers:
   1. Provide temporary covers, enclosures, markers, and barriers as necessary to protect Work.
   2. Damage to the Site caused by removal of temporary fencing, including postholes, shall be promptly repaired by Contractor. During removal at no time shall the work remain unattended if a dangerous condition exists because of incomplete removal or Site repairing.

3.08 CONSTRUCTION AND DEMOLITION DEBRIS

A. The Contractor shall at all time keep the site, including all private or public property involved in or adjacent to the site, free from any rubbish, surplus, or waste materials.

B. The Contractor shall remove all surplus materials, tools, and equipment leaving the site and all portions of the finished work clean, unobstructed and ready for use before Final Completion will be granted. After written notification, the Town may remove all rubbish, surplus, or waste materials which the Contractor has neglected or refused to remove from the site and deduct the costs of such removal from any monies due the Contractor.

C. The Owner or its Representative shall have the right to regulate the work in order to control objectionable dust, mud, or other nuisances in or adjacent to the area of the site.

D. The Contractor must arrange for a disposal site for all debris and rubble which is to be removed from the site.

E. Salvaged materials may be stored temporarily, but not beyond the date specified for completion of the contract. All other materials shall be promptly removed as demolition progresses and properly disposed of. The debris shall be disposed of at a DNR licensed landfill site or other DNR approved site and Contractor shall pay any fees required for dumping or usage of the dump site. The Contractor shall, on demand, provide evidence that said material was properly disposed of. It is the responsibility of the Contractor to provide for the proper disposal of the debris.

F. The Owner has first right to excavated material not used for backfill or grading purposes. Any excavated material in excess of that required by the Owner shall become the property of the Contractor.

G. Contractor's costs for disposal of material shall be included in Contractor's bid price for the various items of this Contract and no extra or additional payment shall be made for this work.

END OF SECTION

SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Erosion control shall include the following:

1. Placement of erosion control protection, maintenance of erosion control, removal of erosion control and restoration as required by municipal ordinance, necessary permits and as shown on the Drawings.
2. Erosion control shall conform to the Drawings and the Wisconsin Construction Site Best Management Practice Handbook and WDNR NR 151 BMP Technical Standards except as modified by the Contract Documents.

1.02 QUALITY ASSURANCE

A. Comply with the following laws, codes, ordinances and regulations:

1. Village of Bayside Erosion Control Ordinance.
2. All work performed and material supplied shall conform to the WI DNR Storm Water Construction Technical Standards
3. Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition

1.03 COMPLIANCE WITH REGULATORY AGENCIES

A. Contractor shall comply with all laws and regulations regarding dewatering operation discharge requirements.

B. A permit is required for all dewatering wells installed or operated for which the single or aggregate capacity may exceed 70 gallons per minute (gpm). Contractor can obtain a permit from:
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
PRIVATE WATER SUPPLY SECTION
P.O. BOX 7921
MADISON, WI 53707

PART 2 PRODUCTS

2.01 GENERAL

A. Erosion control consists of, placement and maintenance of all erosion control systems and reinstallation for the duration of the Contract. It includes, but is not limited to silt fence, ditch checks, erosion mats, storm drain inlet protection, dewatering and settling basins as needed, construction staging, vegetative stabilization and sodding.

B. The Contractor shall field verify that locations of erosion control materials on the plan are most effective. Any changes made to the erosion control plan must be pre-approved by the Engineer.

2.02 SILT FENCE

A. Fabric shall meet the following specifications and those in WDNR technical standards for silt fence (1056):

1. Grab strength: 100 lb. Minimum in any principal direction (ASTM D-1682)
2. Mullen Burst: Minimum 200psi (ASTM D3786)
3. Equivalent opening size.
   a. between 50 and 140 for soils with more than 15 percent by weight passing No. 200 sieve.
   b. between 20 and 50 for soils with less than 15 percent by weight passing a No. 200 sieve.
4. Water Flow Rate of 10 gal/min/ft^2 at 50MM constant head determined by multiplying permittivity in sec^{-1} as determined by ASTM D-4491 by conversion factor of 74.
5. Ultraviolet radiation stability of 90%.
6. Fabric support netting shall be reinforced with an industrial polypropylene netting with a ¾ inch spacing or equivalent. A heavy duty nylon top support cord or equivalent is required.

2.03 FILTER BAGS

A. Filter Bags shall be used when dewatering the water main trench. Use of another dewatering device shall be pre-approved before use and must conform to WDNR technical standard for dewatering practices (1061).

B. Filter bags shall be a nonwoven bag which is sewn with a double needle matching using a high strength thread.

C. The filter bag seams shall have an average wide width strength of 60 lb/in per ASTM D-4884.

D. Filter bags shall have a fill spout large enough to accommodate a 4" discharge hose.

E. Geotextile fabric shall be nonwoven of the following specifications:
   1. Grab strength: 203 lb. (ASTM D-4632)
   2. Mullen Burst: Minimum 400 psi (ASTM D3786)
   3. Water flow rate of approximately 80 gal/min/ft^2
   4. Ultra violet radiation stabilization of 70%.

2.04 INLET PROTECTION

A. Storm drain inlet protection shall meet the requirements of WDNR technical standards (1060)

2.05 DITCH CHECKS

A. Ditch Checks shall meet the requirements of WDNR technical standards (1062)

PART 3 EXECUTION

3.01 GENERAL

A. All erosion control materials and procedures shall conform to the Village of Bayside Codes and Ordinances and the WDNR technical standards for erosion control, unless otherwise modified by the Contract Documents.

B. All erosion and sediment control measures should be constructed and maintained in accordance with the WDNR technical standards.

C. All erosion and sediment control measures should be adjusted to meet field conditions at the time of construction and installed prior to any grading or disturbance of existing surface material.

D. Maintenance of all sediment and erosion control measures shall be provided to ensure intended purpose is accomplished. Sediment and erosion control measures are to be in working condition at the end of each working day.

E. Weekly and after significant rainfall events (i.e. any precipitation event of ½" or greater), sediment and erosion control measures shall be inspected for integrity. Any damaged measures shall be corrected immediately.

F. Erosion control measures shall not be removed until the area served have established adequate vegetative cover.

G. Gravel tracking mats should be installed at all construction site exits as shown on the drawings to prevent tracking of soil.

H. Tracked soils shall be collected and/or swept from paved roads located near the construction and along all haul routes.

I. Flying dust and debris should be kept to a minimum during construction operations.

J. Overland flow should be filtered or prevented from leaving the work site by installing temporary ditch checks, filter bags, or silt fence parallel to the contours located downhill from the work area.

K. The CONTRACTOR shall not allow unprotected overland flow from dewatering operations. Filter bags shall be used at pump hose discharges for water to flow over until it reaches the final discharge point.

3.02 SILT FENCE

A. Filter fabric fences (silt fence) shall be placed on the contour to the extent practicable. Filter fences may not be placed perpendicular to the contour on slopes of greater than 2%. The ends of the fence should be turned upslope 1 to 2 feet in elevation to prevent flanking.

B. Filter fabric fences may not exceed 24 inches in height (not including the anchored material).

C. Field constructed: The full height of the filter fabric fence shall be supported by 2" x 2" wooden posts or equivalent. The posts shall be driven at least 8 inches into the ground. The maximum spacing of the posts shall be 3 feet. The filter fabric shall be stapled using at least 0.5 inch staples to the upslope side of the posts. The support post anchorage should be in-situ soil.

D. The filter fabric shall be anchored by spreading at least 8 inches of fabric on a 6" x 6" trench or a 6" deep V-trench on the upslope side of the fence. The trench shall be backfilled with natural soil and tamped.

E. Silt Fence to be placed prior to any site disturbance.

3.03 FILTER BAGS

A. Filter bags shall be implemented on the terminal end of a pump system as directed by the Engineer. The filter bag shall be strapped tightly to the neck of the discharge hose

B. Filter bags may not be placed in wetland, waterway, or on top of eroded soils.

C. Filter bags shall be placed on vegetated uneroded land, aggregate, or other noneroding base. Placement of filter bags shall be on a slope down gradient of disturbed soils.

3.04 STORM INLET PROTECTION

A. The inlet protection shall be placed at locations shown on the plans.

3.05 DITCH CHECK

A. At a minimum install one (1) temporary ditch check for every 2 feet of drop in the channel.

B. Placement of the ditch check shall be perpendicular to direction of flow in the channel.

C. Ditch checks shall be utilized during construction work and shall be removed once channel stabilization is applied.

3.06 MAINTENANCE

A. Silt fences, storm drain inlet protection, ditch checks, and filter bags shall be inspected weekly and within 24 hours after each rainfall or daily during periods of prolonged rainfall. Needed repair or replacement shall be made immediately.

B. Sediment and/or debris deposits should be removed after each storm event. Sediment deposits shall be removed when deposits reach 25% the height of the silt fence.

C. Water clarity as it leaves filter bags shall not exceed 40 ppm of total suspended solids. Exterior of bags shall be kept clean and not dragged over bare or eroded soil areas. If water quality does not meet permitted requirements, pumping shall be stopped so that sediments may settle. Filter bag shall be replaced when it is no longer effectively treating the water.

D. Maintenance of all erosion control shall be the responsibility of the Contractor at no cost to the Owner.

3.07 REMOVAL

A. After growth has been established and the danger of erosion has passed, the Contractor shall remove all temporary erosion control from the site, remove accumulated silt and restore the area with topsoil and seed with the appropriate seed mix as indicated on the plans.

END OF SECTION

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for overall execution of the Work and closeout of the Contract for Final Payment.

1.02 SUBMITTALS

A. Submit items in accordance with Section 01 20 00 prior to Final Payment.

PART 2 PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 EXAMINATION

A. Acceptance of Conditions: By commencing Work, Contractor construes acceptance of the adjacent work as satisfactory to receive subsequent work.

B. Existing Conditions: Before commencing Work, inspect work completed by others that is adjacent to Work. If adjacent conditions prevent completion of Work, Contractor will not commence Work until the conditions are corrected.

C. Inspect each product immediately prior to installation. Remove damaged products from Site.

3.02 GENERAL INSTALLATION REQUIREMENTS

A. Comply with the manufacturer's instructions for installation of manufactured products to the extent that these instructions are applicable and more explicit or more stringent than requirements indicated in the Contract Documents.

B. Secure Work true to line and level, within recognized industry tolerances, with anchorage devices designed and sized to withstand stresses, vibration, and rocking. Allow for expansion and movement.

C. Install each element of Work during weather conditions and Project status to ensure coordination of the Work. Isolate each element of work from incompatible work as necessary to prevent deterioration.

D. Record installation details and prepare Record Documents consistent with the General Conditions.

3.03 SITE MAINTENANCE

A. Maintain stockpiles, excavations, access roads, and all other work areas free from dust. Employ dust abatement techniques whenever a dust nuisance or hazard occurs, or as directed by Engineer. Comply with local ordinances.

B. Protect hazardous work areas and hazardous material storage areas.

C. Clean access roads and haul routes with mechanical street sweeper.

D. If Contractor fails to maintain Site, Engineer will provide Written Notice of Contractor's defective work. Contractor will be given 12 hours from the Written Notice to clean Site. After the 12 hour period, Owner may correct the defective work. Cost of corrective work will be deducted from the Contract amount.

3.04 PROGRESS CLEANING

A. Clean and protect Work in progress and adjoining work during handling and installation. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration.

B. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in a clean and orderly condition.

C. Remove debris and rubbish from pipe chases, plenums, and other closed or remote spaces, prior to enclosing the space.

D. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

3.05 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the Site in a clean and orderly condition.

B. Provide containers with lids. Dispose of waste off the Site periodically.

3.06 WATER CONTROL

A. From the commencement to the completion of the Work, keep all parts of the Site and the Project free from accumulation of water:
   1. Provide draining, pumping, and cleaning operations as necessary to complete the Work.
   2. Provide all necessary pumping to remove all surface water and groundwater from construction areas as required for the Work. Provide erosion control measures for discharge of water.
   3. Protect Site and adjacent property to avoid damage. Conform to requirements of the Technical Specifications for erosion and sediment control.

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General procedures and requirements for Project record documents.

1.02 SUBMITTALS

A. At completion of Project, deliver Project Record Documents to the Engineer prior to request for Final Payment.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Maintain at the Site 1 copy of:
   1. Drawings and Specifications.
   2. Pre Construction meeting minutes
   3. RFI's (Requests for Information) and RFI Responses.
   4. Change Orders.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Field Test Records.
   7. Other Modifications to the Contract.

B. Do not use record documents for construction purposes.

C. Ensure entries are complete and accurate, enabling future use by Owner.

D. Record information on project drawings concurrent with construction progress. Failure to maintain documents up-to-date will be cause for withholding payments.

E. Record Drawings and Shop Drawings:
   1. Required information may, as an option, be entered on a "working set" and then at completion of Project transfer the information to a final submitted "Project Record" set.
   2. Legibly mark to record actual construction:
      a. Depths of various elements of foundation in relation to finished first floor datum.
      b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
      c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
      d. Field changes of dimension and detail.
      e. Changes made by Change Order or Field Order.
      f. Details not on original Contract Drawings.

END OF SECTION

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SECTION 32 10 00

RESTORATION

PART 1 GENERAL

1.01 GENERAL

A. The requirements of the Contract Documents including the General Conditions and Special Conditions are hereby made a part of this section.

1.02 DESCRIPTION

A. Work included:

1. The work to be performed under this section includes the furnishing of all materials, parts, labor, tools equipment and supervision necessary for the replacement of disturbed pavement, concrete curb and gutter, and landscaped areas.
2. Surfacing material shall be furnished by the Contractor. It shall consist of the same or better surfacing than existed prior to the time of this construction. It shall be done only after compaction has been attained and during or before the clean-up operation.

B. Reference Specifications

1. All work performed and material supplied shall conform to the Latest Edition of the Standard Specifications for Sewer and Water Construction in Wisconsin, referred to as "Standard Specifications"
2. Asphalt roadway work under this section shall comply to Section 401, 402, 405, and 407 of the "Standard Specifications for Highway and Structure Construction, State of Wisconsin", Latest Edition, referred to as "State Specifications".

1.03 SUBMITTALS

A. Submit certifications from plant producing asphaltic mixtures that binder and surface course meets specific standards.

B. Submit Asphalt "Job-mix formula" for approval by the Engineer having the following properties:

	ASPHALTIC BINDER	ASPHALTIC SURFACE
Marshall stability (lbs)	1,200 MIN	1,200 MIN
Voids in total mix (5)	2-6	2-6
Aggregated voids filled (%)	65-75	75-85
Flow (0.01 inch)	8-18	8-16
Asphalt (% by weight)	3-6	6-7

C. Contractor shall submit the density value corresponding to the percentage asphalt chosen in the job-mix formula to the Owner.

1.04 QUALITY ASSURANCE

A. Plant Acceptance
   1. Asphaltic mixtures for paving shall be produced in a plant approved by a recognized public agency.
   2. Prior to placing asphaltic mixtures, submit to the Engineer for approval the name of the plant proposed for use and the names of the approving agencies.

B. Testing
   1. When directed by the Engineer, test specimens of binder and surface course shall be cut from finished work with a core drill, diameter approximately four (4") inches. Holes caused by removal of specimens shall be refilled immediately with bituminous material meeting these Specifications and compacted and finished to the satisfaction of the Engineer.
   2. Testing, if required, will be paid by the Owner.

PART 2 PRODUCTS

2.01 SEED MULCH AND FERTILIZER

A. All disturbed areas shall be restored by the CONTRACTOR. The restoration of landscaped areas shall meet the requirements of the Type "C" lawn replacement per Section 2.7.4 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

B. Erosion Mat shall be SC 150 North American Green Straw/Coconut Fiber Erosion Control Blanket or approved equal.

2.02 CORRUGATED METAL PIPE

A. CMP material shall be10 gauge zinc coated metal pipe conforming to the "STATE SPECIFICATIONS", Section 521 and AASHTO M36.

2.03 ASPHALT MATERIALS

A. Asphaltic material shall comply with the applicable provisions of the "STATE SPECIFICATIONS", Section 401 and shall be asphalt cement PG 64-22 Superpave Type E-3, conforming to Subsection 401.3.4.

B. Binder course mixture shall be graded and mixed to comply with Superpave Type E-3, Subsection 407.3. Surface course mixture shall be graded and mixed to comply with Superpave Type E-3, Subsection 407.3.

C. Asphalt delivered to the site shall arrive at a temperature of 275° plus or minus 25°. Any trucks not meeting this requirement shall be rejected.

D. Tack coat material shall be in accordance with Section 402 of State Specifications

2.04 GRAVEL DRIVEWAY

A. Gravel driveway shall be restored with Type "E" pavement replacement according to Section 2.7.3 Replacement of Pavements in Standard Specifications.

2.05 CONCRETE DRIVEWAY & CURB AND GUTTER

A. Concrete driveway shall be restored in accordance with Section 2.7.3 Replacement of Pavements sub section 7 in Standard Specifications.

B. Concrete Curb and Gutter shall be restored in accordance with 2.7.3 Replacement of Pavements sub section 8 in Standard Specifications.

PART 3 EXECUTION

3.01 PAVEMENT

A. Existing pavement within the project limits that needs to be removed for water main installation, shall first be saw cut to full depth including driveway and roadway crossings

B. Crushed aggregate base course shall be compacted to 95% of maximum density as determined by Modified Proctor, ASTM D-1557.

C. Concrete curb and gutter, and driveway construction shall be in accordance with the requirements of the Standard Specifications

D. Existing roadway pavement removed in the area where the Village of Bayside will be conducting street reconstructing shall be restored per Section 2.03 above.

3.02 ASPHALTIC CONCRETE PAVING

A. Binder Course: Binder Course construction shall be placed in one lift. All work shall comply with the applicable provisions of "Standard Specifications", Section 407

B. Surface Course: Surface Course construction shall be placed in one lift. All work shall comply with the applicable provisions of "Standard Specifications", Section 407

C. Compaction: Binder and Surface courses shall be compacted to a percent of the Target Maximum Density as defined in Subsection 407.5.1.5.

3.03 LANDSCAPED AREAS

A. After the areas upon which the topsoil is to be placed have been repaired and finished to the required lines, grades, slopes and cross-section, the topsoil shall be placed and spread thereon to a uniform depth of three inches (3") as shown on the plans or required in the contract. CONTRACTOR shall be required to provide and maintain a guaranteed growth for one (1) year after the notice of final completion has been issued

B. Erosion Mat shall be used to restore areas damaged from water main installation of the project at the ENGINEER's discretion. Erosion Mat shall be SC 150 North American Green Straw/Coconut Fiber Erosion Control Blanket or approved equal.

C. All work shall be trimmed, shaped and restored to the finished grade by means of a grader and other equipment, supplemented by hand work where necessary to produce smooth surfaces and slopes and uniform sections.

D. Concrete flume installed in the drainage ditch that is removed during construction shall be restored per section 2.01 listed above.

END OF SECTION

SECTION 33 05 05

TRENCHING AND BACKFILLING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Trenching requirements for underground piping and appurtenances, including requirements for excavation, backfill, and compaction.

1.02 RELATED SECTIONS

A. Section 33 10 00 - Water Utilities.

1.03 REFERENCES

A. Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Ed. (Standard Specifications)

1.04 SUBMITTALS

A. Provide the following submittals consistent with Section 01 31 00:
   1. Product Data for each Borrow Material:
      a. Name and location of source.
      b. Results of gradation tests.

1.05 DEFINITIONS

A. Bedding: The soil material adjacent to the pipe which makes contact with the pipe foundation, walls of the trench, and upper level of backfill. The purpose of bedding is to secure the pipe to true line and grade, and to provide structural support to the pipe barrel.

B. Foundation: Soil material beneath the pipe bedding.

C. Improved Pipe Foundation: Foundation provided by importing material from sources outside the Site. Required when foundation is soft or unstable.

D. Filter Aggregate: Free draining mineral product used around drain tile pipe.

E. Rock Excavation: Includes such rocks that are not decomposed, weathered, or shattered, and which will require blasting, barring, wedging, or use of air tools for removal. Also included are any boulders, concrete, or masonry structure (except concrete pavement, curb and gutter, and sidewalk) exceeding 1 cubic yard.

F. Pipe Zone: That part of the trench below a distance of 1 foot above the top of the pipe.

G. Sand Cushion: Aggregate bedding material used around pipe in areas where rock excavation is encountered, where pipe insulation is used, and when crossing existing utilities.

1.06 SEQUENCING AND SCHEDULING

A. Known existing underground utilities are shown on the Drawings in a general way. Owner does not guarantee the locations as shown on the Drawings. Contractor shall anticipate variations in both the vertical and horizontal locations of underground utility lines from those shown on the Drawings.

B. Uncover utilities and verify both horizontal and vertical alignments sufficiently in advance of construction to permit adjustments in the Work. Determine location of existing utilities and identify conflicts before excavating trench for pipe installation.

C. Notify Diggers Hotline before starting construction in a given area, requesting utility locations in the field.

D. Backfill and compact all trench excavations promptly after the pipe is laid.

1.07 WARRANTY

A. Trench settlements that occur during the correction period and are greater than 1 inch as measured by a 10-foot straight edge will be repaired in a manner acceptable to the Owner at the Contractor's expense.

PART 2 PRODUCTS

2.01 PIPE BEDDING MATERIAL

A. 3/8" Crushed Chips conforming to the requirements of 8.43.2 of Standard Specifications
   1. Shall be made from crushing sound limestone, dolomite ledge rock, or other rock material of regional significance

2.02 BACKFILL

A. Conform to the requirements of Chapter 8.43.4 of Standard Specifications

B. Granular backfill shall be used above pipe zone for sanitary sewer and watermain, under pavement, and driveways

2.03 SPOIL BACKFILL MATERIAL

A. Conform to Chapter 8.43.5 of Standard Specifications. Suitable materials selected from the excavated materials to the extent available and practical.

B. Suitable materials are mineral soils free of rubbish, trees, stumps, branches, debris, frozen soil, oversize stone, concrete and bituminous chunks, and other similar unsuitable material.

C. Spoil backfill can be used for trench fill at locations outside of pavement areas as designated on the drawings.

PART 3 EXECUTION

3.01 EXAMINATION

A. Prior to construction, inspect existing utility structures and surface features, and document condition.

B. Re-inspect foundation soils if rain fall or snow has occurred after initial inspection but prior to placing pipe and bedding.

3.02 PREPARATION

A. Notify Utility Owners to field mark their utility locations.

B. Protect as necessary surface features, such as trees, structures, pavement, etc., that are not designated on the Drawings to be removed.

C. Strip off existing topsoil from within the trench excavation limits and stockpile. Separate vegetative strippings from salvageable topsoil and dispose of appropriately.

D. Crossing Under Existing Utility Lines:
   1. Use extreme care when excavating in the vicinity of underground utility lines to avoid damage to protective coatings or surfaces.
   2. Where possible and as authorized by the utility, temporarily remove the utility line, install the new pipe, and reinstall the utility line.
   3. Where existing line cannot be removed or is not feasible to remove, securely support, excavate under, backfill under and around the utility line to 100 Percent Standard Proctor Density.
   4. Report and repair damaged lines prior to backfilling trench.

3.03 CONSTRUCTION

A. Trench Excavation:
   1. Excavate trench to alignment and grade shown on the Drawings.
   2. The trench width at the surface may vary and depends on the depth of trench and nature of the excavated material encountered. However, it shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly.
   3. Correct any part of the trench that is inadvertently excavated below grade with approved material compacted to 100 Percent Standard Proctor Density.
   4. Brace, shore, or sheet trench and provide drainage. Comply with applicable State Regulations relating to industrial safety to a safe angle of repose. Angle of repose may be no less than that required by the Accident Prevention Division of the State Industrial Commission or the requirements of the Occupational Safety and Health Act (OSHA), whichever is most restrictive.
   5. Pile all excavated material in a manner that will not endanger the Work or obstruct sidewalks, driveways, gutters, etc.
   6. Segregate soils in the excavated material that are not suitable for trench backfill and dispose of in a manner that is consistent with the requirements specified herein under "Backfill Above Pipe Zone."
   7. Dispose of excess excavated materials off of right-of-ways and easements in a suitable site selected by the Contractor.
   8. Haul materials, other than natural soil materials that are suitable as backfill material, to an approved landfill as directed by the Engineer.

B. Water Control:
   1. Dewater the ground as necessary to excavate the trench and install the pipe. All pipe and structures shall be laid in a dry condition prior to backfill. Maintain groundwater level a minimum of 1 foot below the pipe invert. Measure the rate of flow from dewatering pumps at the beginning of the dewatering operation(s) and once per week thereafter. Keep a daily log of hours pumped.

C. Trench Bottom:
   1. Excavate to a sufficient depth to insure adequate foundation when the bottom of the trench is soft or where in the opinion of the Engineer unsatisfactory foundation conditions exist. Bring excavation up to pipe grade with thoroughly compacted granular materials.
   2. Provide temporary support, remove, relocate, or reconstruct existing utilities located within the trench excavation. Utility shall designate method employed. Use particular care and provide compacted fill or other stable support for utility crossings to prevent detrimental displacement, rupture, or failure.
   3. Excavate to expose existing utilities that cross in close proximity to the planned pipe line to determine the utilities' exact location sufficiently ahead of pipe installation to plan for the avoidance of grade conflict. Measure to determine the utilities' location relative to the planned pipe line location. A deviation from the alignment, grade, and location to avoid conflict may be ordered by the Engineer.
   4. Improved Pipe Foundation: When unsatisfactory foundation conditions exist, excavate to a depth consisting of solid materials. Fill to pipe grade with thoroughly compacted granular materials meeting the requirements of Improved Pipe Foundation Material.

3.04 PIPE BEDDING

A. Polyvinyl Chloride Water Pipe: Bed pipe in accordance with Standard Specifications.

B. Ductile Iron Pipe: Bed pipe in accordance with AWWA Standard C150 and C151.

C. Use only selected materials free from rock, boulders, debris, or other high void content substances to a level 1 foot above the top of pipe. Remove ledge rock, boulders, and large stones to provide at least 6 inch clearance from pipe.

D. Dig bell holes of ample dimension at each joint such that the pipe barrel rests continuously on the bedding.

3.05 BACKFILL WITHIN PIPE ZONE

A. Backfill immediately after pipe is laid. Restrain pipe as necessary to prevent their movement during backfill operations.

B. Place material completely under pipe haunches in uniform layers not exceeding 4 inches in depth.

C. Hand (shovel) tamp along pipe within haunch zone.

3.06 BACKFILL ABOVE PIPE ZONE

A. Use suitable materials meeting the requirements of Backfill Material.

B. Place in uniform depth layers not to exceed 12 inches before compaction. Complete the compaction of each layer before placing material for the succeeding layer.

C. Compact each layer by mechanical means until it meets the requirements of Section 2.6.14 (b) of Standard Specifications. Trenches shall be compacted to a minimum of 95 percent, except to 100 percent in the upper 3 feet.

D. The method and means of placement and type of compaction equipment used is at the discretion of the Contractor. However, all portions of the trench backfill must meet minimum specified compaction requirements.

E. Any deficiency in quantity of backfill material (caused by shrinkage or settlement) shall be supplied at no additional cost to the Owner.

F. Excavated material not suitable or required for backfill shall be disposed of outside of the Site.

3.07 QUALITY CONTROL

A. Density Tests: To be performed by an approved soils testing firm at various locations and depths throughout the Site as directed by the Engineer. The Contractor shall cooperate fully and provide assistance as necessary to complete these tests.

B. Failed density test areas shall be excavated and re-compacted until the density requirements are met.

END OF SECTION

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SECTION 33 05 10

HORIZONTAL DIRECTIONAL DRILLING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipe installation by Horizontal Directional Drilling

1.02 RELATED SECTIONS

A. General Conditions, Special Provisions, and Division 01 General Requirements apply to work of this Section

B. Section 33 11 10 Water Utilities

1.03 REFERENCES

A. Standard Specifications - All work performed and material supplies shall conform to the latest edition of the Standard Specifications for Sewer and Water Construction in Wisconsin, hereinafter called the Standard Specifications

B. American Iron and Steel Institute (AISI)
   1. Type 316 Stainless Steel

C. American Society for Testing and Materials (ASTM)
   1. C150 – Specificaiton for Portland Cement
   2. C430 – Test methond for fineness of Hydraulic cement by the 45um (No. 325) sieve
   3. C618 – Fly Ash and Raw or Calcined Natural Pozzolan for use as a mineral admixture in portland cement concrete
   4. D4832 - Test Method for Preparation and Testing of Soil-Cement Slurry Test Cylinders

1.04 DEFINITIONS

A. Consolidation Grouting: The injection of a mixture of water; portland cement; bentonite and; if needed, mineral fillers or expandable organics in soil or rock for groundwater infiltration control, to consolidate or aid in stabilizing ground, and to fill voids in the ground. Consolidation grouting may be performed from the ground surface or from within the casing pipe.

1.05 SUBMITTALS

A. Submit the following items consistent with Section 01 33 00:
   1. Submit results of alignment plots: Superimpose these plots on a copy of the design alignment for comparison to verify compliance with alignment tolerances.
   2. Alignment plots

1.06 QUALITY ASSURANCE

A. Include pipe material, pipe diameter, project length, typical length of pull including typical thrust and pullback requirements, soil conditions, project owner, and owners address.

B. For each pipe material, use only pipe from a single manufacturer. Furnish certifications of tests and inspection of pipe at the factory, plant, or foundry as required by the standard specifications to which the material is manufactured.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Consistent with the following:
   1. Prevent damage to the pipe when loading, transporting and unloading. Do not drop pipe.
   2. Pipe with greater than 10% of wall thickness surface scratched or gouged, must be removed and discarded. No patching will be allowed.
   3. While pipe is being stored on site, pipe ends shall be plugged or covered to prevent debris and water from entering the pipe.

PART 2 PRODUCTS

2.01 MATERIALS

A. Pipe:
   1. High density polyethylene pipe, (PE 4710) fittings, and joints where and as shown conforming to the requirements of Section 33 11 00 with diameter, SDR and pressure rating and cell classification as specified.

   2. Cetra-Lok PVC pipe, (C900) restraint joint conforming to the requirements of Section 33 11 00 with diameter SDR and pressure rating as specified.

B. Grout and Flowable Fill:
   1. Bentonite: API Specification 13A, high swelling montmorillonite, capable of mixing with water to form a stable homogeneous suspension.
   2. Fly Ash: ASTM C618, Class F
   3. Sand for contract or consolidation grouting: clean, natural silica sand, graded such that all of the material passes the No. 20 sieve and not more than 20 percent passes the No. 200 sieve.

2.02 EQUIPMENT

A. As selected and designed by the CONTRACTOR.

B. Certified by manufacturer for intended purpose, diameter of pipe and expected loadings.

PART 3 EXECUTION

3.01 GENERAL

A. Directional Drilling work shall be in accordance with Chapter 6.4.0 Horizontal Directional Drilling of Standard Specifications

B. Notify the OWNER and the Engineer at least **seven** days in advance of the planned start of work.

C. Water Control:
   1. Keep drilling pit subgrades continuously free from ground and surface waters during operations. Implement additional groundwater controls on short notice as required. Observed water levels prior to construction are to be below the invert elevation of the pits

2. Direct discharge from dewatering operations into approved receiving basins

D. Operations
1. It is not necessary to complete drilling work in one continuous, non-stop, operation. If work is interrupted or stopped prior to completion at the CONTRACTOR's discretion without prior CITY approval, the CONTRACTOR shall bear all costs related to the stoppage and restarting operations without additional payment.
2. Operate to prevent settlement, movement, or cracking of adjacent structures

3.02 INSTALLATION

A. Preparations:
1. Locate positions of entry and exit pits, establish elevation and horizontal datum for bore head control, and lay out pipe assembly area.
2. Lay out and assemble pipe in manner that does not obstruct adjacent roads and commercial or residential activities adjacent to construction easements.

B. Drilling Pilot Hole:
1. Drill pilot hole from entrance point to exit point following vertical and horizontal alignment.
2. As pilot hole is advanced, plot actual horizontal and vertical alignment of pilot hole at intervals not exceeding 25 feet. Provide the Engineer with position and inclination of pilot bore.
3. Use drilling mud under pressure or other method designed by the CONTRACTOR to control ground water and to keep the pilot hole open.
4. Alignment Requirements
   a. Keep the grade to no shallower than the profile shown and with no intermediate high points that might trap air in pipe after installation. Keep grade tolerance to +0 and -12 inches from that shown, unless prior approval has been given by the ENGINEER.
   b. Keep curvature of completed pilot hole less than that which will produce wall stresses at 0.50 of yield stress in the pipe after it is installed.
   c. Return pilot hole that is deviating from designed horizontal and vertical alignment to proper alignment with no abrupt changes and at a rate not exceeding 1 foot per 50 feet of pilot hole advance.
   d. Horizontal alignment of the water main shall be within 18 inches of plan data, unless prior approval has been given by the ENGINEER.
5. Acceptance: If pilot hole alignment fails to conform to specified requirements, drill new pilot hole with alignment meeting specified requirements.

C. Reaming Pilot Hole and Pulling Pipe:
1. Obtain Engineer approval to proceed before enlarging pilot hole and pulling pipe into position.
2. Before pulling pipe, Contractor shall enlarge the pilot hole by pre-reaming the pilot hole to a diameter of a minimum of 1.5 times the diameter of the pipe.
3. While pulling pipe, handle pipe in manner that does not over stress pipe. Limit radius of curvature along length of pipe, during installation to minimum radius of 500 feet. If pipe buckles or is otherwise damaged, remove damaged section and replace it with new pipe. Carrier pipe must have a water tight cap installed during the pulling of the pipe.
4. CONTRACTOR to use commercially available engineered weak link approved by the OWNER for pulling pipe through drilled hole. Weak link break pressure shall be no more than ½ of the pipe rated pulling pressure.
5. Finished HDPE pipe must have at least one stainless steel coated aircraft cable tracer wire when pulling the host pipe. Connect the tracer wire to the tracer wire located on top of the adjacent main.

6. Transition to dissimilar pipe – Contractor shall install thrust blocking: Flex restraint saddle for HDPE pipe. Restraint and concrete installation shall conform to manufacture's specifications.

D. Cleaning Pipe Ends:
   1. After pulling pipe, clean exposed ends for installation of fittings

E. Handling and Disposal of Drilling Mud and Cuttings:
   1. Make adequate provisions for handling and containing muddy water, drilling mud, and cuttings during drilling operations. Do not discharge these contaminants into waterways. Handle water and materials to conform with requirements of the agency(s) with regulatory jurisdiction.
   2. Construct mud pits at entry and exit points in manner that completely contains mud and prevents its escape.
   3. When onsite provisions for storing muddy water, drilling mud, or cuttings onsite are exceeded, haul contaminants away to suitable legal disposal site.

F. Pipe Abandonment
   1. In event of failure to install pipe conforming to all tolerance and test requirements of this Section, retain possession of pipe and remove it from site. Completely fill borehole with grout, sand or flowable fill so as to prevent future settlement.
   2. If pipe cannot be withdrawn, cut pipe off at least 3 feet below ground surface, record location on drawings, and abandon pipe after filling pipe and the annular space with flowable fill.

3.03 RESTORATION

A. Access Sites:
   1. At the conclusion of the directional drilling operations, remove excavation support systems for drilling entry pits and exit pits.
   2. Backfill entry and exit pits in conformance with the requirements of Section 33 05 05. Restore the profile of the right-of-way to its original condition. Install sodding or seeding to match existing, in conformance with requirements of Section 32 92 00 and as shown.
   3. Remove all equipment, supplies, excess excavation materials and miscellaneous items associated with the directional drilling operation and leave the site in a clean and tidy condition.

B. Coordinate and schedule a final inspection of the work with the OWNER if necessary.

3.04 FIELD QUALITY CONTROL

A. Pressure testing: After pulling pipe into position but prior to grouting, and before attachment to adjacent sections of pipe, pressure test pipe as listed below:
   1. Test Pressure = 150 PSI for water main
   2. Criteria = 0 PSI drop in 1 hour
   3. Provide temporary pipe restraint as required for testing

END OF SECTION

SECTION 33 10 00

WATER UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Water main pipe, hydrants, valves, fittings, and miscellaneous appurtenances.

1.02 RELATED SECTIONS

A. Section 33 05 05 - Trenching and Backfilling

B. Section 33 05 10 – Horizontal Directional Drilling

1.03 REFERENCES

A. Standard Specifications - All work performed and material supplies shall conform to the latest edition of the Standard Specifications for Sewer and Water Construction in Wisconsin, hereinafter called the Standard Specifications

B. City of Mequon Standard Specifications, unless otherwise called for on the plans and specifications.

C. American Water Works Association (AWWA):
   1. C104 - American National Standard for Cement Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
   2. C105 - American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
   3. C111 - American National Standard for Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
   4. C116 - American National Standard for Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron fittings for Water Supply Service.
   5. C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
   6. C153 - American National Standard for Ductile-Iron Compact Fittings for Water Service.
   7. C509 - AWWA Standard for Resilient-Seated Gate Valves for Water Supply Service.
   8. C550 - American National Standard for Protective Interior Coatings for Valves and Hydrants.
   9. C600 - AWWA Standard for Installation of Ductile-Iron Water Main and Their Appurtenances.
   10. C651 - AWWA Standard for Disinfecting Water Mains.
   11. C900 - AWWA Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 Inches Through 12 Inches, for Water Distribution.

D. American Society of Testing and Materials (ASTM):
   1. A48 - Gray Iron Castings.
   2. A126 - Gray Iron Castings for Valves, Flanges, and Pipe Fittings.

3. A307 - Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
4. A536 - Standard Specification for Ductile Iron Castings.
5. A674 - Standard Practice for Polyethylene Encasement for Ductile Iron Pipe for Water or Other Liquids.
6. C578 - Specification for Rigid, Cellular Polystyrene Thermal Insulation.
7. D1784 - Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (PVC) Compounds.
8. F477 - Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

E. National Electrical Manufacturers Association (NEMA):
1. WC 70 - Non-Shielded Power Cables Rated 2,000 Volt or Less for the Distribution of Electrical Energy.

1.04 SUBMITTALS

A. Submit Product Data for the following items consistent with Section 01 31 00:
1. Pipe, fittings, valves, hydrants, valve boxes.
2. Joint restraint and corrosion resistant coatings and anode bag.
3. Tracer wire and poly wrap.

1.05 SEQUENCING AND SCHEDULING

A. Notify the Owner a minimum of 48 hours prior to performing Work. At this time, the Contractor is responsible to notify the City Fire Department of the intended shutdown.

B. The Mequon Water Utility must open and close the existing valves for this part of the operation. The City is responsible for flushing the mains after the connection is completed; however, the Contractor shall assist the City as necessary.

C. Successfully complete required test and inspections before restoration of surface.

PART 2 PRODUCTS

2.01 POLYVINYL CHLORIDE (PVC) PLASTIC PIPE

A. General: Pipe shall be made of compounds conforming to ASTM D1784 in accordance with the material requirements of AWWA C900 (4 inch to 12 inch diameter pipe) or AWWA C905 (14 inch to 48 inch diameter pipe). PVC Watermain shall be in accordance with Chapter 8.20.0 of the Standard Specifications.

B. All pipes corresponding to AWWA C-900 (sizes 4 inch to 12 inch) shall have a minimum dimension ratio (DR) of 18 corresponding to a pressure class of 235 psi for PVC. All pipes corresponding to AWWA C905 (sizes 14 inch to 48 inch) shall have a minimum dimension ratio (DR) of 18 corresponding to a pressure class of 235 psi for PVC. Laying lengths shall be 20 feet (+/- 1 inch) for all pipe sizes. The PVC compound 12454.

C. Joints: Integral bell with elastomeric gasket joints providing a water-tight seal conforming to ASTM F477.

D. Marking: Conform to AWWA C900 or C905 respectively.

E. Wrap all fittings according to Chapter 4.4.4, Polyethylene Wrap, (8 mil and taped securely to pipe) of the Standard Specifications.

2.02 HIGH DENSITY POLYETHYLENE PIPE

A. HDPE water main pipe shall conform to AWWA C-906 standards and shall have 3 equally spaced blue stripes or a solid blue color coded exterior surface.

B. All HDPE water main pipe shall be Ductile Iron Pipe Size (DIPS) and shall have a DR-11 for sizes 4 inch through 6 inch and a DR-13.5 for sizes 8 inch and larger.

C. Black HDPE materials used for the manufacture of polyethylene pipe and fittings shall be PE 4710 high density polyethylene meeting ASTM D 3350 cell classification 445574C and shall be listed in the name of the pipe and fitting

D. The material shall be listed and approved for potable water in accordance with NSF/ANSI 61

2.03 CERTA-LOK PVC PIPE

A. Cetra-Lok PVC pipe, (C900) restraint joint pipe conforming to the requirements of PVC pipe and fittings listed above in Section 2.01.

B. Pipe and couplings conforming to AWWA C900/C905. Restrained joint pipe system meet all of the short and long term pressure test requirements of AWWA C900-07 / C905-10

C. High-strength, flexible thermoplastic splines are inserted into mating, precision machined grooves in the pipe and coupling during assembly to provide full 360° restraint with evenly distributed loading.

2.04 DUCTILE IRON PIPE

A. Ductile Iron pipe, class 52, meeting requirements of AWWA C151, Cement lines, with push-on joints conforming to AWWA C111 (for all hydrant leads)

2.05 BOLT ASSEMBLIES

A. Tee-Head Bolts:
   1. General: Conform to ANSI/AWWA C111/A21.11.
   2. Fluorocarbon Resin Coating: FluoroKote No. 1® (by Metal Coating Corp.); NSS Industries Cor-Blue bolt coating, or approved equal.
   3. No other bolts are approved for use with mechanical joint restraints.

B. Stainless Steel Bolts:
   1. General: Conform to requirements of ASTM F593 and ASTM F594, Alloy Group 1, 2, or 3.
   2. Approved for use as exterior bolts for hydrants and gate valves.

2.06 HYDRANT ASSEMBLY

A. Hydrant assembly includes hydrant, 6" valve, valve box, 6" DI lead (class 52), drain gravel, and any blocking or rodding required. Hydrant should conform to AWWA C-504 and be a Waterous, Clow or Mueller Centurion. All hydrants are to be break flange type. Hydrants shall have one 4-1/2" and two 2-1/2" nozzles. Hydrants shall be painted bright red.

B. A 6" resilient wedge gate valve shall be provided on each hydrant branch or lead and connected to the main by an anchoring tee and Megalug gland to the lead from both the gate valve and hydrant, unless otherwise noted on the plans.

C. Hydrant tees shall be Clow F012117 mechanical joint anchoring tees unless otherwise stated on the plans.

D. No hydrant extensions will be allowed without prior approval. Hydrant nozzles shall be 18 to 24 inches above the center of paved roadway.

E. Each hydrant shall be installed with a hydrant marker that is bolted to the top of the hydrant, orange in color and made of fiberglass.

2.07 GATE VALVE AND BOX

A. General Requirement: AWWA C509-80 and Chapter 8.27.0, Gate and Resilient Wedge Valves, of Standard Specifications.

B. Bronze mounted, ductile iron body valves.

D. O-ring seals.

E. All internal and external surfaces of the valve body and bonnet shall have a fusion bonded epoxy coating complying with ANSI/AWWA C5S0 and C116/A21.16.

F. Provide Valve Stem Riser if depth is greater than 6 feet from final grade.

G. Wrap valves according to Chapter 4.4.4, Polyethylene Wrap (8mil) of Standard Specifications.

H. Valve Boxes:
1. 3-piece, ductile iron or cast iron, screw-type with Clow series F-2494 or approved equal
2. Acceptable manufactures: Tyler, Clow, or equal.
3. Adjustable for 7-1/2 foot depth of cover.
4. Valve and box considered as integral units.
5. 5-1/4 inches diameter shafts.
6. "Stay put" type drop covers, "WATER" on top with extended skirts.

I. Valve Box Adaptor: All valves shall have an Adaptor Inc. ADAPTOR II unit installed. Adaptor shall be installed in lieu of hard wood blocking.

2.08 TAPPING SLEEVE AND VALVE

A. All live taps shall be done with stainless steel tapping sleeves and mechanical joint flanged tapping valves.

B. Tapping sleeves shall be Smith-Blair series 663 or approved equal. Tapping sleeves shall have a stainless steel test plug. No dissimilar metals will be allowed

2.09 DUCTILE IRON FITTINGS

A. All water main fittings shall conform to AWWA C-110, C-153 DI compact fittings and Chapter 8.22 of Standard Specifications.

B. Ductile iron compact fittings shall be rated at 350 psi.

C. All fitting shall be mechanical joint, unless otherwise specified.

D. Mechanical joints shall be made with "CorBLUE" nuts and bolts, or approved corrosion resistant equivalents which conform to AWWA C-111.

E. All mechanical joints shall be restrained with EBBA Iron "Megalug" restraint devices for the particular type of pipe (PVC, HDPE, DI) or equal.

F. Restraining distances for all mechanical joints shall be determined by the design engineer in accordance with Chapter File 47A of Standard Specifications. Restraint harness shall be EBBA Iron series 1500 for C900 pipe and series 2800 for C905, pipe or approved equal.

G. All fittings shall be encased with two wraps of polyethylene film in accordance with Chapter 4.4.4 and Chapter 8.21.0 of Standard Specifications.

2.10 HDPE FITTINGS

A. Mechanical joint (MJ) adapters shall be used for joining HDPE water main to a fitting, or valve to prevent pipe pull out. MJ adapters shall be restrained with EBBA Iron " Megalug" restraint devices for HDPE pipe.

B. All fabricated HDPE fitting must be individually approved by the engineer.

C. Electrofusion couplings shall be Friatec electrofusion couplings. Electrofusion couplings will only be allowed if approved by the Utility Engineer.

D. Stiffeners for pipe 4 inch and larger shall be Cascade brand drive-in stiffeners or approved equal.

2.11 JOINT RESTRAINT

A. Mechanical Joint Restraint:
   1. Ductile iron conforming to ASTM A536.
   2. Working Pressure: Minimum 250 psi.
   3. EBAA Iron Inc. Mega-lug, or approved equal.
   4. Casting body and wedge assemblies coating:
      a. Fusion bonded epoxy per ANSI/AWWA C116/A2.

B. All mechanical joints shall be restrained with "Megalug" restraint devices for the particular type of pipe (PVC, HDPE, or DI) or approved equal. In some cases the contractor will have to restrain the push-on joints of the water main on either side of the mechanical joint based on the table listed below. The restraint harness for PVC pipe bells shall be EBBA Iron series 1500 or approved equal. "Megalug" restraints are not allowed for HDPE pipe. Mechanical joint adapters shall be used on all HDPE pipe.

JOINT RESTRAINT REQUIREMENTS

Main Size	Type	Deflection	Length of Continuous or Restrained Pipe. (Feet)	Location
8"	Bend	11¼°	2	In Pipe and Out Pipe
8"	Bend	22½°	5	In Pipe and Out Pipe
8"	Bend	45°	10	In Pipe and Out Pipe
8"	Bend	90°	25	In Pipe and Out Pipe
6"	Bend	11¼°	2	In Pipe and Out Pipe
6"	Bend	22½°	4	In Pipe and Out Pipe
6"	Bend	45°	8	In Pipe and Out Pipe
6"	Bend	90°	19	In Pipe and Out Pipe
16"x8"	Tee	90°	15	Branch Pipe
12"x8"	Tee	90°	22	Branch Pipe
8"x8"	Tee	90°	30	Branch Pipe
8"x6"	Tee	90°	18	Branch Pipe
8"x6"	Reducer	0°	16	Larger Pipe
8"	Dead End	0°	39	In Pipe

Calculations for joint restraint table assumes the following:

a) PVC pipe
b) Unified Soils Classification System, ASTM Standard D2487 CH soils with granular backfill
c) Type 3 ANSI/AWWA C150/A21.50 Trench Condition
d) 150 Test pressure
e) Safety factor = 1.5 to 1
f) 6 ft. bury depth

2.12 WATER SERVICES

A. Service laterals shall be HDPE, PE 3408, SDR 9 (pressure rating 200 psi) pipe meeting the requirements of AWWA C-901 unless otherwise specified on plan or directed by the engineer.

B. Residential service laterals shall be 1-1/4" in diameter. When reconnecting to existing service lateral, install 1-1/4" HDPE x 1" copper transition coupling. Coupling shall be compression fitting with nut for tracer wire connection. Stainless steel stiffeners are required for HDPE tubing.

C. Tapping saddles shall be stainless steel and used for all service taps. Tapping saddles on HDPE pipe shall be heat or electrofusion branch saddles or if mechanical shall be installed with a minimum of 3 Bellville spring washers per bolt.

D. Corporation stops shall be Mueller B-25008, or approved equal and meet the requirements of Chapter 8.30.0 of Standard Specifications.

E. Curb stops shall be Mueller B-25155, or approved equal and shall meet the requirements of Chapter 8.31.0 of Standard Specifications.

F. Curb boxes shall be cast iron Mueller H-10300 with curb stop key extension, or approved equal and meet the requirements of Chapter 8.25.0 of Standard Specifications

G. Pipe stiffeners must be used at all mechanical connections over 1".

H. Provide anode connection to all copper service reconnections

I. Install tracer wire along service pipe to curb stop for new services and wrap tracer wire around the outside of the service box, terminating at the top of the service box.

2.13 INSULATION

A. Polystyrene Insulation: Extruded type conforming to ASTM C578, Type VI, VII, or V.

B. Water main insulation shall meet the requirements of Chapter 8.50.0 of Standard Specifications.

C. Water main insulation for buried application shall be extruded polystyrene in 2" thickness overlapped at breaks or seams by a 1 foot minimum.

2.14 TRACER WIRE FOR WATER MAIN

A. Shall be Underwriters Laboratories (UL) listed for use in direct burial applications (e.g. USE, UF, or tracer wire).

B. Conductor: stainless steel coated aircraft cable for the tracer wire and tape tracer wire to the main every 4 feet.

C. A loop of locating wire shall be run to the surface at all hydrants, with a ValCO tracer wire terminal box. The box shall be located behind the hydrant with at least 2 feet of wire inside the box.

D. Splice shall be accomplished by joining the 2 bare ends of the wires with either a mechanical split bolt compression fitting sealed with silicone sealant, aqua seal or equal, covered with Scotch #33 electrical tape. No bare wire shall be exposed. The two ends of the wire shall be knotted to prevent strain on the splice.

PART 3 EXECUTION

3.01 PREPARATION

A. Conform to the requirements of Section 33 05 05.

3.02 INSTALLATION OF PIPE

A. All pipe stored directly on the ground during non-working hours shall be sealed on both ends. Placement of pipe in drainage ditches will not be allowed, unless the ditch is dry and the pipe is to be installed the same work day. Also, particular attention shall be paid to keeping the interior of the pipe clean as it is being installed.

B. Install pipe and fittings in accordance with the manufacturer's instructions and with the details shown on the Drawings.

C. Permanently support, remove, relocate, or reconstruct existing utility pipes, cables, structures, or other appurtenances when they obstruct the line, grade, or location of the pipe or appurtenance.

D. Remove foreign matter or dirt from the inside of pipe.

E. All jointing of mechanical joint pipe and push-on joint pipe in accordance to AWWA C600.

F. Outside of the spigot and the inside of the bell, wire brush, wipe clean and dry. Keep pipe ends clean until joints are made.

G. Lay and maintain pipe and appurtenances to the alignment, grade, and location shown on the Drawings. No deviation from the Drawing alignment, grade, or location is allowed, unless approved by the Engineer. No pipe shall be laid in water or when the trench conditions are unsuitable for such Work.

H. Precautions are to be taken to prevent debris or groundwater from entering the pipe being laid.

I. The Contractor shall repair all breaks on the existing water main which may occur as the Contractor is working in the vicinity (50' radius) of the break, during normal work hours. The Contractor shall be responsible for furnishing and installing repair clamps or other repair material, and shall do all of the work required to complete the repair and restore service. The cost of such repairs shall be considered as incidental to the Project.

J. Existing water services damaged as a result of the construction work shall be repaired by the Contractor at his expense.

K. Installing Fittings:
   1. General Requirements: AWWA C600.
   2. Set and jointing to existing pipe and fittings as specified for cleaning, laying, and joining pipe.

3. Spray exterior ductile iron nuts, bolts and joint restraint bolts using a bituminous coal tar as supplied by the manufacturer.

L. Wrap all ductile iron pipe and fittings according.

M. Backfilling: Conform to Section 33 05 05.

3.03 INSTALLATION OF HYDRANT

A. Location as shown on plans.

B. Brace according to Drawings.

C. After each hydrant has been set, place around the base of the hydrant 1" clean washed stone, 3-feet in diameter around the hydrant and 1-foot above the drain hole. Filter fabric shall be placed above the washed stone.

D. Wrap the hydrant assembly according to Chapter 4.4.4, Polyethylene Wrap, (8 mil and taped securely to pipe) of the Standard Specifications to the bottom of the break off flange.

E. Maintain hydrants in a plumb position during the backfilling operation.

F. Attach a fiberglass marker to the hydrant using an existing flange bolt located at the back of the hydrant.

3.04 INSTALLATION OF VALVE

A. Set and joint valves to new pipe in the manner as specified for cleaning, laying, and jointing pipe. Location to be determined by the Engineer.

B. Valves and boxes shall be supported on an 8 inch concrete block as shown on the Drawings.

C. Install valve box adapter prior to setting the valve box.

D. Maintain valve box centered and plumb over the operating nut of the valve.

E. Set top of valve box flush with the existing surface to provide 12 inches of upward adjustment.

F. Wrap gate valves according to Chapter 4.4.4, Polyethylene Wrap, (8 mils) of the Standard Specifications.

3.05 ANCHORAGE

A. Brace hydrants securely against undisturbed soil using precast concrete block. Use mechanical joint restraints or rod all joints from main line tee to hydrant gate valve, then from gate valve to hydrant.

3.06 INSULATION

A. Review insulation installation with Engineer:
   1. Place insulation between water pipe and sanitary pipe when water main or service is within 1 foot above or below the sanitary pipe.

2. Place insulation between storm sewer pipe and water main or water service when pipes are separated by less than 2 feet.

3.07 PROTECTION

A. Existing valves and hydrants shall be operated by the Owner, unless under emergency situations.

B. Securely plug all water main openings promptly before suspension of Work at any time to prevent earth or other substances from entering the water main.

C. Mark valve boxes and structures susceptible to being hit by construction or vehicular traffic.

3.08 FIELD QUALITY CONTROL

A. Scope:
   1. Water Utility will assist the Contractor in conducting the filling, flushing, disinfecting, and water sampling within 48 hours after the request by the contractor is made.
   2. All water system testing shall follow the Water Utility's disinfection, flushing, and testing standards.

B. Hydrostatic Pressure Test:
   1. In accordance with Chapter 4.15.0, Hydrostatic Pressure Test of Standard Specifications.
   2. Testing gauge: liquid filled, 4-1/2 inches diameter, labeled in 1 psi increments, such as Ashcroft Model 1082, or approved equal.
   3. Test all lines, including hydrant leads, water services, and stubs.

C. Disinfection:
   1. General Requirement: AWWA C651 – Disinfecting Water Mains
   2. The Utility will assist in the disinfection and testing of the water system.
   3. 1 bacteria test is required for every 1,000 feet of water main installed, and at each dead end water main section. Water Utility shall assist the Contractor in performing the bacteria test.

D. Continuity:
   1. Provide low voltage test to show electrical continuity and traceability for all plastic water main installed.
   2. All lines, including hydrant leads, water services, and stubs, shall be tested.

3.09 ABANDON EXISTING FACILITIES

A. Contractor to remove and abandon existing hydrants and valve boxes after the new water main has been constructed, passed safe sampling, and all water customers have been connected to the new main.

B. Backfill abandoned valve boxes by removing the top ring section, backfilling the box with crushed stone, and installing an asphalt patch over the abandoned valve box.

C. Remove existing hydrant and backfill with gravel to 6-inches from the surface and restore with topsoil, seed, and mulch.

D. Existing hydrants removed shall become Contractor's property.

END OF SECTION

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 Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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Construction Specifications Institute

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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. *Engineer*--The individual or entity named as such in the Agreement.

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20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

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administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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

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

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or veudor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

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

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

B. It is the intent of the Coutract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Eugineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

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(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "techuical data" contained in such reports and drawings, but such reports aud drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

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c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Coutract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

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in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

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3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

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

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

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deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner dnring partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or conseqnential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely respousible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasouably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipuent shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

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c) whether or not incorporation or use of the proposed substitute item in connectiou with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

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or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

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

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

h. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

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with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

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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 Snbcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee henefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless snch services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications hy 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 signatnre and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

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properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

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8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not snpervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniqnes, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the constrnction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws aud Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

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promptly proceed with the Work involved which will be performed under the applicable couditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

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F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services reqnired in connection therewith. All cash discomts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

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resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

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by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of ntility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

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be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be eutitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutiou costs) arisiug out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owuer's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstauces where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Coutract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

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

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

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payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Applicatiou to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Coutract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any paymeut, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommeud the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

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inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

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

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

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

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

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contraetor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

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Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment

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

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

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under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

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

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

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

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3. complete the Work as Owner may deem expedient.

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

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

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

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

15.03 *Owner May Terminate For Convenience*

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

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

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

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

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

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governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

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

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

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

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

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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