

# **Lagoons 2 and 3 Dredging and Dewatering Bid Documents**

*Prepared for*



March 2024

**ParametriX**





# Lagoons 2 and 3 Dredging and Dewatering Bid Documents

*Prepared for*

**Port of Sunnyside**  
747 Midvale Road  
Sunnyside, WA 98944

*Prepared by*

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**March 2024**

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1995 Industrial WWTP Expansion-Phase II, Lagoons No. 1 and No. 2/3 Improvements, Barrett Consulting Group

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## **ADVERTISEMENT FOR BIDS**

Port of Sunnyside  
Sunnyside, Washington  
Lagoons 2 and 3 Dredging and Dewatering

### **General Notice**

Port of Sunnyside (Owner) is requesting Bids for the construction of the following Project:

Lagoons 2 and 3 Dredging and Dewatering

Bids for the construction of the Project will be received by Travis Jansen – Operations Manager, Port of Sunnyside, 2405 Reith Way, Suite #2, Sunnyside, WA 98944, until **2 pm, March 29, 2024**, local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Dredging, dewatering, stockpiling, loading, haul, and disposal of approximately 3,300 dry tons of sludge from Lagoons 2 and 3 of the Port of Sunnyside Industrial Wastewater Treatment Facility.

Bids are requested for the following Contract: Lagoons 2 and 3 Dredging and Dewatering

### **Examining and Obtaining the Bidding Documents**

Prospective Bidders may examine and download the bid documents online from Quest Construction Data Network (<https://www.questcdn.com/questcdn/action/questLogin>, eBidDoc#9022976). The cost will be \$25 per download.

Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from available sources.

Contact Parametrix, Inc., 60 Washington Ave, Suite 390, Bremerton, WA 98337; Project Manager: Brandon Ball (253-307-1612), [bball@parametrix.com](mailto:bball@parametrix.com), for any technical questions regarding the Bidding Documents and to register on the plan holder list.

### **Pre-bid Conference**

There will not be a mandatory pre-bid conference. However, bidders are welcome to schedule pre-bid site visits by contacting Travis Jansen at 509.274.8656.

### **Instructions to Bidders**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

### **Port Rights**

The Port of Sunnyside reserves the right, in its sole discretion and without liability therefore, to reject any and all bids, to waive any irregularities or informalities in the bid or in the bidding process, or to re-bid the Project. No bidder may withdraw its bid after the hour set for the opening of bids.



# **Division 00**

Procurement and Contracting  
Requirements





# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.
  - B. *Engineer* – Parametrix, 60 Washington Avenue, Suite 390, Bremerton, WA 98337.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

## 2.06 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
  - 1. Bidding Documents will be provided in PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

## **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder must submit with its bid the following information:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.02 Prospective Bidders must submit required information regarding their qualifications **with their bids**. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek qualification includes the following:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Prospective Bidder's state or other contractor license number, if applicable.

- D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
  - F. List at least three similar projects completed within the last 5 years and provide references for each.
- 3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

#### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 There will not be a mandatory pre-bid conference. However, bidders are welcome to schedule pre-bid site visits by contacting Travis Jansen at 509.274.8656.

#### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

##### 5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

##### 5.02 *Existing Site Conditions*

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

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface

structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

- c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the 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.
  3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

#### 5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

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

- A. Bidder is welcome to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Not used.
- C. Not used.
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: Travis Jansen, 509.274.8656. Bidder must conduct the required Site visit during normal working hours.
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

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

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

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

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

**ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. Brandon Ball, Parametrix, bball@parametrix.com.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

**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 (determined by adding the base bid and all alternates) and in the

form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract 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, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

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

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.



- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. Lagoon Dredging and Solids Dewatering
  - B. Haul and Disposal of Solids
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½-inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must 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 must be shown.

- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 13—BASIS OF BID**

##### **13.01 *Unit Price***

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- 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.

#### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must 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 must 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 must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 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 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 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 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
  - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
  - D. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.
    - 1. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

## **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 Owner will reimburse the Successful Bidder for Washington State sales tax computed on the full Contract Price of the Contract Agreement. The Successful Bidder shall be responsible for complying with § 7.10 of the General Conditions and § 7.10 of the Supplementary Conditions as they relate to payment of all required taxes.
- 21.02 WAC 458-20-170, governing excise tax liability for constructing or repairing new or existing buildings or structures upon real property, and its related rules, apply to this Project. The Successful Bidder should contact the Washington State Department of Revenue for answers to questions regarding these rules. The Contract Price will not be adjusted due to a misunderstanding in tax liability.
- 21.03 The Successful Bidder, as a condition of receiving any retainage held under the Contract, will be required to provide to the Owner evidence that all taxes have been paid and reported in compliance with rules promulgated by the Washington State Department of Revenue.



# BID FORM FOR CONSTRUCTION CONTRACT

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

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Port of Sunnyside, 2405 Reith Way, Suite #2, Sunnyside, WA 98944.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
  - F. Required Bidder Qualification Statement with supporting data.

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

### 3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	\$	\$
2	Demolition and Removal of 20 Aerators and Lagoon Baffle Curtain	LS	1	\$	\$
3	Dredging, Mechanical Dewatering, Loading, Haul, and Disposal	Dry Ton	3,300	\$	\$

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

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Bid Item #1)	\$
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**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete on or before **August 30, 2024**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30, 2024**.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing



surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

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

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_



## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Port of Sunnyside Address <i>(principal place of business)</i> : 2405 Reith Way, Suite #2, Sunnyside, WA 98944	<b>Bid</b> Project <i>(name and location)</i> : Lagoons 2 and 3 Dredging and Dewatering, Port of Sunnyside IWWTF  Bid Due Date: <b>[Enter date bid is due]</b>
<b>Bond</b> Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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

**NOTICE OF AWARD**

Date of Issuance:

Owner: Port of Sunnyside      Owner's Project No.:  
Engineer: Parametrix, Inc.      Engineer's Project No.: 233-8003-007  
Project: Lagoons 2 and 3 Dredging and Dewatering  
Contract Name: Lagoons 2 and 3 Dredging and Dewatering  
Bidder:  
Bidder's Address:

You are notified that Owner has accepted your Bid dated [date] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Dredging, dewatering, stockpiling, loading, haul, and disposal of approximately 3,300 dry tons of sludge from Lagoons 2 and 3 of the Port of Sunnyside Industrial Wastewater Treatment Facility.

The Contract Price of the awarded Contract is \$\_\_\_\_\_. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Port of Sunnyside  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Copy: Engineer





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

This Agreement is by and between Port of Sunnyside (“Owner”) and [name of contracting entity] (“Contractor”).

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

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

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

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Mobilization/demobilization, dredging, sludge dewatering, stockpiling solids, haul, and disposal of solids, testing, labor, equipment, consumables, coordination, utility (power and water) extension as necessary to remove, dewater, and load 3,300 dry tons of pond sludge. The Owner will provide power and water from the locations shown in the Drawings and pay for the Contractor’s use.

## ARTICLE 3—ENGINEER

3.01 The Owner has retained Parametrix, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **August 30, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30, 2024**.

4.03 *Contract Times: Days – Not used*

4.04 *Milestones – Not used*

#### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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):
1. *Substantial Completion*: Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000** for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones*: Not used.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.
- B. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### **ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### **ARTICLE 6—PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

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

## 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. Ninety-five percent of the value of the Work completed (with the balance being retainage).
    - b. Ninety-five percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

## 6.03 *Final Payment*

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

## 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

## 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 12 percent per annum.

## **ARTICLE 7—CONTRACT DOCUMENTS**

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.

4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Not used.
7. Drawings listed in the table of contents.
8. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
9. Not used.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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

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

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_





## NOTICE TO PROCEED

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date of Substantial Completion is **August 30, 2024**, and the number of days to achieve readiness for final payment is **30 days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **September 30, 2024**.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: Port of Sunnyside  
By *(signature)*: \_\_\_\_\_  
Name *(printed)*: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b></p> <p>Name: Port of Sunnyside</p> <p>Mailing address (<i>principal place of business</i>): 2405 Reith Way, Suite #2, Sunnyside, WA 98944</p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>): Lagoons 2 and 3 Dredging and Dewatering, Port of Sunnyside IWWTF</p> <p>Contract Price: <b>[Amount from Contract]</b></p> <p>Effective Date of Contract: <b>[Date from Contract]</b></p>
<p><b>Bond</b></p> <p>Bond Amount: <b>[Amount]</b></p> <p>Date of Bond: <b>[Date]</b></p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
  - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said

statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**.

## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: <b>[Full formal name of Contractor]</b></p> <p>Address (<i>principal place of business</i>):  <b>[Address of Contractor's principal place of business]</b></p>	<p><b>Surety</b></p> <p>Name: <b>[Full formal name of Surety]</b></p> <p>Address (<i>principal place of business</i>):  <b>[Address of Surety's principal place of business]</b></p>
<p><b>Owner</b></p> <p>Name: Port of Sunnyside</p> <p>Mailing address (<i>principal place of business</i>):                  2405 Reith Way, Suite #2, Sunnyside, WA 98944</p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>):                  Lagoons 2 and 3 Dredging and Dewatering, Port of Sunnyside IWWTF</p> <p>Contract Price: <b>[Amount, from Contract]</b></p> <p>Effective Date of Contract: <b>[Date, from Contract]</b></p>
<p><b>Bond</b></p> <p>Bond Amount: <b>[Amount]</b></p> <p>Date of Bond: <b>[Date]</b></p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;



- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  18. Modifications to this Bond are as follows: **None**.

**Contractor's Application for Payment**

<b>Owner:</b> _____	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> _____	<b>Engineer's Project No.:</b> _____
<b>Contractor:</b> _____	<b>Contractor's Project No.:</b> _____
<b>Project:</b> _____	
<b>Contract:</b> _____	
<b>Application No.:</b> _____	<b>Application Date:</b> _____
<b>Application Period:</b> From _____	to _____

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ _____ - Work Completed	\$	-
b. _____ X \$ _____ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Port of Sunnyside  
Engineer: Parametrix, Inc  
Contractor:  
Project: Lagoons 2 and 3 Dredging and Dewatering  
Contract Name:

Owner's Project No.:  
Engineer's Project No.: 233-8003-007  
Contractor's Project No.:

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

Dredging, dewatering, stockpiling, loading, haul, and disposal of approximately 3,300 dry tons of sludge from Lagoons 2 and 3 of the Port of Sunnyside Industrial Wastewater Treatment Facility.

Date of Substantial Completion: **August 30, 2024.**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

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

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities:  None  As follows:

**[List amendments to Contractor's Responsibilities]**

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

**[List attachments such as punch list; other documents]**

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

Engineer

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

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



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.



## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

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

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

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

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

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

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

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

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract 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 Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

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

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.



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

## 5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
  - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

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

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or



Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
  - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
  - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
  - H. Contractor shall require:
    - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
    - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
  - I. If either party does not purchase or maintain the insurance required of such party by the Contract, 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.
  - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
  - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is 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; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

#### 6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. 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 will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) 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) has a proven record of performance and availability of responsive service; and
  - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.



3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

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

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *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.

#### 7.11 *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. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

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

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.



- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

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

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

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

### **9.02 *Replacement of Engineer***

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

### **9.03 *Furnish Data***

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

### **9.04 *Pay When Due***

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

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
  - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
  - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
  - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

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

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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



## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

- B. An adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to

each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

#### B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in

whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

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

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the

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

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

## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of 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, 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.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
    - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.



- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. 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.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
  - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
  - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

#### 13.02 Allowances

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

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
  - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
    - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
  - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
  - 3. Adjusted unit prices will apply to all units of that item.

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 *Access to Work***

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

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

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required

by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

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

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

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

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

#### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

**B. Applications for Payments**

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

**C. Review of Applications**

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

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



E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all duly pending Change Proposals and Claims; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not

limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

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

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or

Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### *17.01 Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### *18.01 Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.



18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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



# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

None

## ARTICLE 2—PRELIMINARY MATTERS

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

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

### 2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor three printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

None

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

None

**ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Geotechnical Site Investigation Report	July 2020	none

The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
Industrial WWTP Expansion – Phase II Lagoons No. 1 and No. 2/3 Improvements	November 1994	none

- F. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at Port of Sunnyside; 2405 Reith Way, Suite #2 Sunnyside, WA 98944 during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- 4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
none	–	none

- 5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
none	–	none

**ARTICLE 6—BONDS AND INSURANCE**

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond.

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* Not used.
- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

<b>Workers’ Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers’ Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
<b>Jones Act (if applicable)</b>	
Bodily injury by accident—each accident	NA
Bodily injury by disease—aggregate	NA
<b>Employer’s Liability</b>	
Each accident	NA
Each employee	NA
Policy limit	NA
<b>Stop-gap Liability Coverage</b>	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of:	\$1,000,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
  1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.



- G. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Bodily Injury</b>	
Each Person	NA
Each Accident	NA
<b>Property Damage</b>	
Each Accident	NA
<b>[or]</b>	
<b>Combined Single Limit</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.

- M. *Contractor’s Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of

pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

<b>Contractor’s Pollution Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence/Claim	\$2,000,000
General Aggregate	\$2,000,000

- N. *Contractor’s Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

<b>Contractor’s Professional Liability</b>	<b>Policy limits of not less than:</b>
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- O. *Railroad Protective Liability Insurance:* Not used.
- P. *Unmanned Aerial Vehicle Liability Insurance:* Not used.
- Q. *Other Required Insurance:* Not used.

**ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES**

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be Monday through Friday, 8 a.m. to 5 p.m.
2. Owner’s legal holidays are New Year’s Day, President’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day. Owner is closed on these legal holidays.

**ARTICLE 8—OTHER WORK AT THE SITE**

None

## **ARTICLE 9—OWNER’S RESPONSIBILITIES**

### 9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

### 9.13 *Owner’s Site Representative*

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be Travis Jansen, Port of Sunnyside.

## **ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION**

None

## **ARTICLE 11—CHANGES TO THE CONTRACT**

None

## **ARTICLE 12—CLAIMS**

None

## **ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

None

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

None

## **ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

### 15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

## ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

None

## ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

### 17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

### 17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate 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 arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
  - 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;
  - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
  - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. 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 Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

**ARTICLE 18—MISCELLANEOUS**

None



# Technical Specifications





# **Division 01**

## General Requirements



**SECTION 01 11 00**  
**SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.01 BACKGROUND**

- A. In December 2022, a survey of the existing Lagoons 2 and 3 at the Port of Sunnyside Wastewater Treatment Plant (WWTP) was performed to estimate the quantity of accumulated pond solids (sludge). The inventory of accumulated sludge is estimated to be approximately 3,300 dry tons. The Contractor shall remove, dewater, and dispose of the existing pond solids prior to the Substantial Completion date in the Agreement.
- B. The wastewater comes from a variety of different sources, predominantly food processors and other industrial facilities. Wastewater may contain fats, oils, and grease; inert solids; or high organic content. A portion of influent solids accumulate at the water surface to a varying degree of thickness before sinking to the pond floor.
- C. The Contractor shall remove, dewater, load, haul, and dispose the quantity of dry tons set forth in the Agreement and per the conditions established in the Contract Documents. Disposal of the solids shall be through a land application or composting facility. Nearby composting facilities located within Sunnyside, WA, include:
  - 1. Natural Selection Farms, 6800 Emerald Rd, Sunnyside, WA 98944.

**1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Terms and Conditions and other Division 1 specification sections, apply to this section.
- B. Pond Survey for Sludge Volumes performed by Synagro for the Port of Sunnyside on December 5, 2022.
- C. Laboratory Testing Results performed by Eurofins-Cascade Analytical for the Port of Sunnyside on December 30, 2022.

**1.03 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work under this Contract consists of furnishing all labor, tools, equipment, materials, incidentals, superintendents, subcontractor coordination and overhead to conduct the Lagoon Dredging and Sludge Dewatering activities as described herein (see Part 3 – Execution). The Contractor shall provide a sufficient quantity equipment and crew members to meet the schedule set forth in the Contract Documents. Work involves mobilization, demobilization, demolition and removal of existing lagoon aerators and baffle curtain, dredging Lagoon 2/3, dewatering, stockpiling of dewatered sludge, loading, haul, and disposal of dewatered sludge as shown in the Contract Drawings, and any other miscellaneous elements required to complete the Work as described on the Drawings. Disposal of the solids shall be through a land application or composting facility. Equipment

laydown and staging areas, water and electrical connections, available stockpile areas, and truck routes are shown on the Drawings.

- B. The project work is located at the Port of Sunnyside in Sunnyside, WA (see Drawings).
- C. The Technical Specifications in this Contract are typical of construction standards. These common Technical Specifications are incorporated by reference into each item of work performed under this Contract.
- D. Contractor shall coordinate and maintain uninterrupted and clearly marked access to the ponds.

#### **1.04 CONTRACT TIME AND DATES**

- A. The work shall be commenced immediately upon the effective date established in the written Notice to Proceed. The work shall be substantially complete, as defined in the Contract.
- B. **Substantial Completion:** The work will be considered substantially complete when the total amount of dry solids in the Agreement has been removed from the lagoon, dewatered, loaded, hauled, restore site to existing conditions, and demobilization.

#### **1.05 LIQUIDATED DAMAGES**

- A. Liquidated damages may be applied as stated in Agreement.

#### **1.06 OWNER-FURNISHED PRODUCTS/ITEMS**

- A. The Owner will provide a location for the Contractor to connect to power and water. Refer to the Drawings for connection locations, flows, pressures, voltages, phase, etc.

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION**

#### **3.01 WORK SUMMARY/REQUIREMENTS**

- A. The Contractor shall dredge, dewater, stage, load, and dispose solids (dewatered sludge) for ultimate disposal. Mobilization/Demobilization shall be included in the Bid.
- B. A liner shall be provided by the Contractor for solids storage on site. Refer to the Drawings for location of laydown and staging areas.
- C. All centrate/filtrate, seepage, leakage water from the dewatering and leached water from solids storage shall be pumped/gravity back into the nearest pond. No dewatered liquids are allowed to discharge to soil or any other portion of the site other than the Lagoon. No erosion or fuels, oils, shall be allowed to discharge to pond or soils. Contractor to include erosion control plan, SPCC, HASP with Execution Plan.

- D. Pond water is ultimately discharged to receiving waters through an NPDES permit. . Execution Plan shall contain information, including MSDS sheets for any polymer or other dewatering reagents proposed by the Contractor. Any proposed flocculants, polymers or reagents need to be compatible with end use of pond water and will be subject to review and approval of the Engineer prior to use.
- E. Each truck load shall be tested by the Contractor for percent solids using Standard Method SM 2540 or approved equal. A sample representative of the load shall be tested in the presence of the Engineer or designated Owner's representative. Testing equipment and methodology shall be approved by the Engineer (see Submittal Procedures). Dry solids are calculated per Section 01 29 00, "Measurement and Payment."
- F. Prior to hauling, the Contractor will be responsible to produce a solid cake that has no free liquids and passes the Paint Filter Test via EPA SM 9095B. The Contractor will be required to provide a certified passing Paint Filter Test prior to loading the first truck and weekly thereafter. Test results shall be provided to the Owner and Engineer.
- G. The Contractor will be responsible to provide pH testing of the dried solids prior to loading the first truck and weekly thereafter. Tests results shall be provided to the Owner and Engineer.
- H. The Owner or Owner's representative reserves the right to witness all testing, including but not limited to: pH, percent solids, and the paint filter test. The Contractor shall submit test methods per Section 01 33 00. Testing and test equipment shall be provided by the Contractor.

### **3.02 COORDINATION**

- A. The Contractor shall coordinate with the Disposal Site, Owner, and Engineer to record and document tipping tickets and percent solids for each load.
- B. The Contractor shall maintain spare parts on hand to keep equipment running and consumables available.

**END OF SECTION**

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**SECTION 01 12 16**  
**WORK SEQUENCE**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. This section specifies completion time, milestones, work sequence, constraints, hours of work, and liquidated damages.
- B. Schedule and conduct all work in a manner consistent with the Contract, and comply with the project schedule, the specific work sequence, Contract milestones and constraints of the work as specified.
- C. Plan the sequence of work to accommodate all Contract requirements.

**1.02 COMPLETION TIMES**

- A. Contract work shall be substantially complete within the times stipulated in the Agreement. Definitions for completion times are contained in Standard General Conditions of a Construction Project, Section C-700, Article 1, Part 1.01. Substantial Completion is delineated in Section 1.04 of Section 01 11 00, "Summary of Work."

**1.03 CONSTRAINTS**

- A. All work shall be completed as outlined in Agreement and as required in the Contract Documents.
- B. All requests for modifications to these documents shall be given in writing to the Engineer.
- C. Abide by the most restrictive requirements of either these Specifications or the individual permits.

**1.04 HOURS OF WORK**

- A. Unless otherwise specified work shall be staffed sufficiently in order to meet the specified completion date identified in the Agreement. Regular working hours will be Monday through Friday, 8 a.m. to 5 p.m. Owner's legal holidays are New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day. Owner is closed on these legal holidays. Notify Owner and



Engineer in writing regarding any changes in work hours and work schedule. Such updates should be submitted with an updated project schedule.

- B. Include a schedule of working hours in the Project Schedule prepared in accordance with Section 01 32 00 of these Specifications and in accordance with the Contract Documents.

#### **1.05 LIQUIDATED DAMAGES**

- A. Owner may access liquidated damages for failure to achieve Substantial Completion within the days as provided in the Agreement.
- B. In addition to the specified liquidated damages, the Contractor shall be responsible for all other damages, fines, penalties, added engineering/consultant fees or cleanup costs associated with his work. This would include damage to the pond liner. Contractor to use care and equipment to prevent damage to liner such as no propellers, protective guards on dredge nozzle or grinder, cables instead of boat motors.

#### **1.06 PROJECT CONSTRUCTION COORDINATION**

- A. The Contractor shall designate a representative to be on the site at all times during the project work. This representative shall have the authority to fully act on behalf of the Contractor and shall be capable of giving direct field orders for direction of the work as the need arises. Official project communication shall be conducted between the Contractor's designated representative and the Engineer.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 29 00**  
**MEASUREMENT AND PAYMENT**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. This section furnishes descriptions of bid items included in Bid Form.

**1.02 PAYMENT FOR WORK ITEMS**

- A. Refer to Section 13.03 of the General Conditions.

**1.03 SCHEDULE OF VALUES**

- A. Not required.

**1.04 DESCRIPTION OF BID ITEMS**

- A. Bid Item No. 1 “Mobilization/Demobilization”.

1. Measurement shall be measured as lump sum (LS) and will be based on the establishment of project schedule, submittal requirements, receipt of all bonds and insurance policies, obtaining all required permits, transportation of all essential equipment to and from the project site, setting up and taking down equipment, preparing and cleaning up contractor staging areas, and other pre- and post-construction expenses for preparatory and finalizing work and operations performed by the Contractor.
2. When all submittals under Division 1 have been favorably reviewed, 40 percent of the amount of this bid item will be made at the lump sum price stated in the Bid Form.
3. When all equipment has been set up at the project site and is ready for operation, 40 percent of the amount of this bid item will be made at the lump sum price stated in the Bid Form.
4. Upon completion of the project, the remaining 20 percent of the amount of this bid item will be made at the lump sum price stated in the Bid Form.

- B. Bid Item No. 2 “Demolition and Removal of 20 Aerators and Lagoon Baffle Curtain”.

1. Measurement shall be measured as lump sum (LS) and shall include demo and removal of 20 ea. Existing splash-type aerators and lagoon baffle curtain as shown on the Drawings.

- C. Bid Item No. 3 “Dredging, Mechanical Dewatering, Loading, Haul, and Disposal”.

1. Measurement: The solids generated after dredging and mechanical dewatering will be measured by the dry ton.

- a. The dry ton shall be calculated for each truck load using the following equation:  
$$\text{Weight of Sludge (ton)} \cdot \% \text{ solids (decimal)} = \text{Dry Tons}$$
  - b. The dry tons will be rounded to the nearest hundredth (X.XX ton).
  - c. Example: A truck with a tipping weight of 30,300 lbs (15.15 ton) and a percent solids of 18% (0.18) = 15.15 ton x 0.18 = 2.73 dry ton.
  - d. Weight of dewatered sludge will be based the difference of the loaded and unloaded scale weights. If the Contractor's selected disposal facility does not provide a scale, the Contractor shall source a nearby or on-site scale for the weighing of trucks prior to disposal.
2. Payment: Payment shall be based on the bid item unit price per dry ton. Payment shall constitute full compensation for the following:
- a. "Dredging, Mechanical Dewatering, Loading, Haul, and Disposal", per dry ton. The unit price per dry ton for "Dredging, Mechanical Dewatering, Loading, Haul, and Disposal" shall be full compensation for all costs incurred for all material, labor, tools, equipment, and incidental labor/equipment, and additional utility demand not provided by Owner as required to complete the work described herein (including but not limited to, dredging, dewatering, loading trucks for haul, stockpiling of dewatered sludge, disposal of dewatered sludge, polymer and other consumables, connection and routing of electricity and water to equipment, etc.), project administration, overhead, profit, and all other Contractor expenses/tasks to complete the work described in the Bidding Documents and pay on a per dry ton basis. Disposal of the solids shall be through a land application or composting facility.
  - b. The Owner can only provide power from one of the existing aerator connections and potable water from a nearby hose bib. Additional needs for water and power shall be provided by the Contractor. Potential water and electricity connection points are shown on the Drawings. Connections to Owner's power and water will be the responsibility of the Contractor and at Contractor's cost.
  - c. All dewatered solids (sludge) will be required to pass the paint filter test (EPA 9095B). Solids not passing the paint filter test will be required to be further processed until passing at no additional cost to the Owner. Contractor shall also be responsible for additional haul costs for solids not passing the paint filter.

## **1.05 DESCRIPTION OF ADDITIVE BID ITEM**

- A. None.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. Coordination and project conditions.
- B. Preconstruction meeting (if required by Owner).
- C. Site mobilization meeting.
- D. Progress meetings.

**1.02 COORDINATION AND PROJECT CONDITIONS**

- A. Coordinate scheduling, submittals and Work to ensure efficient and orderly sequence of work required.
- B. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of Owner's activities.

**1.03 PRECONSTRUCTION MEETING**

- A. A preconstruction meeting will be held per Section 2.04 of the General Conditions.

**1.04 PROGRESS MEETINGS**

- A. Owner will schedule and administer meetings throughout progress of the Work at maximum intervals of one meeting every per week.
- B. Owner will make arrangements for meetings, prepare agenda with copies for participants and shall preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Engineer and others as appropriate to agenda topics for each meeting.
- D. Topics to be discussed at the progress meetings may include, but are not limited to:
  - 1. Review of pertinent discussions from previous meetings as needed.
  - 2. Review of Work progress during the previous three (3) week period.
  - 3. Field observations, problems and decisions.

4. Identification of problems impeding planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of offsite fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding three (3) week period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 32 00**  
**SCHEDULE, SCHEDULE OF VALUES, AND PROGRESS REPORTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. This section specifies requirements and procedures for preparing project schedules, schedule of values, and reports.
- B. **A schedule is to be submitted with the bid** to define estimated dry tons removed per month per the proposed equipment and crew included in the Bid. Schedule shall describe the typical working day (e.g. mobilization, operators/shift, mobilization, startup, operation dates, stockpiling, loading, shutdown dates, daily hours of operation, time required to startup after shutdown, time required to shutdown, etc.). **The Bidder shall clearly define the estimated dry tons removed per day and month with the proposed schedule and resources included with bid.**
- C. Purpose:
1. Project Schedule:
    - a. To ensure planning to execute the work within the schedule stipulated in the Agreement, avoid conflicts, and keep the Owner apprised to the progress.
    - b. To establish the schedule standard against which substantial completion of the Contract is judged.
    - c. To assist the Owner, Engineer and Contractor in monitoring progress and for the assessment of Contract change impacts.
    - d. To assist the Owner, Engineer and Contractor in determining the completed work for approval of the Applications for Progress Payments.
  2. Reports: To provide a qualitative and quantitative document for record and discussion of work progress to date, planned progress, schedule changes, and monthly progress payment.
  3. Schedule of Values: To provide an allocation of the Contract Price for validation of the unit price provided.
- D. Failure to comply with the requirements of this section will be cause for delay in review and acceptance of the Application for Progress Payment.

## **1.02 SUBMITTALS**

- A. Procedures: Section 01 33 00, "Submittal Procedures."
- B. Schedules: All schedules to be submitted in hard copy and electronically with data files. Schedules to be provided in MS Project.
  - 1. Construction Schedule: shall be submit with the Bid and shall establish the dry tons removed per day and per month based on the crew and equipment proposed to perform the work and that is included in the bid.
    - a. Schedule shall include, but not limited to mobilization, startup, operation dates, shutdown dates, daily hours of operation, daily staff/operators onsite, equipment quantities and capacities (lbs/meter/hour, gpm, etc.), and equipment requirements (flows, electrical, etc.). Information provided should adequately demonstrate ability to complete the project on schedule.
  - 2. Monthly Update Schedules: Submit with at the first of each month.
- C. Reports:
  - 1. Daily reports (shall be kept to be included in the weekly report).
  - 2. Weekly reports for progress meetings.
  - 3. Monthly reports shall be submitted at the first of each month.
- D. Schedule of Values.

## **1.03 BASELINE SCHEDULE**

- A. Work is to be scheduled for Substantial Completion as defined in the Agreement.

## **1.04 UPDATE SCHEDULE**

- A. Include the latest Contractor plans for all work to complete the Contract.
- B. Include all executed change order work to date.
- C. Include all the requirements and information included in the Baseline Schedule.

## **1.05 WEEKLY REPORTS**

- A. Weekly Reports and Schedules:
  - 1. Submit Weekly Report:
    - a. Include a narrative describing the work accomplished the preceding week.
    - b. Include list of activities anticipated in the upcoming week.



- c. Identify the completion of major milestones and activities.
- d. Include problems occurring during the week.

#### **1.06 MONTHLY REPORTS**

- A. Include progress (dry ton loaded), anticipated completion date, status of consumables, etc.
- B. Narrative Summary: Briefly describe the progress of the work. Describe how the work is progressing towards its completion, dry tons loaded, dry tons remaining to be dewatered and loaded. Identify milestones completed, major equipment deliveries and problems arising during the month, and any impacts on the schedule. Project the work anticipated during the coming month, including major deliveries and submittals.
- C. Identify changes to the Schedule and describe the impacts resulting from these changes.
- D. Obtain and submit supplier and subcontractor(s) sign-off of monthly Update Schedule when major logic or milestone changes occur.
- E. Daily Reports:
  - 1. Maintain daily reports including as a minimum, the day of the week, date, weather conditions, pond conditions (if applicable to the work), number and type of personnel working on the Contract (including subcontractor personnel) by trade, major equipment on site, materials delivered and materials installed, activities worked on by personnel, and progress for the day, hours of equipment operation. Include test data for percent solids and results of Paint Filter testing.
  - 2. The report to be signed as a certification of the information by an authorized Contractor Representative.

#### **1.07 SCHEDULE OF VALUES**

- A. Schedule of values shall be submitted in an Excel format and meet the format requested by the Engineer. Excel file shall be formatted such that it prints onto an 8-1/2-inch by 11-inch paper.
- B. Schedule of values breakdown shall correspond to the task activities required to complete the work described in the Bidding Documents and shall be included in the unit price bid.
- C. Schedule of Values shall include, but not limited to:
  - 1. Mobilization.
  - 2. Taxes as applicable.
  - 3. Major Equipment (per equipment item, e.g. dredge, belt presses, front end loader, etc.).
  - 4. Ancillary Equipment (significant items, e.g. trash pumps, polymer injection skids, hose, etc.).

5. Consumables (individually listed).
6. Labor.
7. Housing.
8. Disposal tipping fees.
9. Hauling.
10. Contractor OH&P.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. Submit draft, revised draft, baseline, and the monthly update schedules as required. Include schedule data files and the subcontractor sign-off when required by this section.
- B. Submit schedule, reports, and updates electronically and by hard copy.
- C. Failure to comply with the requirements of this section will be a cause for delay in processing the Application for Payment.

**END OF SECTION**

**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. This section specifies procedures for Contractor submittals. The Contractor shall submit descriptive information which will enable the Owner to determine whether the proposed materials, equipment, testing and schedule are in general conformance to the design concept and in compliance with the Contract Documents. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, test procedures, test results and such other information, all as specifically required in the Contract Documents.

**1.02 CONTRACTOR RESPONSIBILITIES**

- A. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall ensure that the material, equipment, testing, and schedule for fabrication shall be as described in the submittal. The Contractor shall verify that the material and equipment described in each submittal conforms to the requirements of the Contract Documents. If the information shows deviations from the Contract Documents, the Contractor shall, by statement in writing accompanying the submittal, identify the deviations and state the reason and notify the Engineer in each case for approval. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where such submittal may affect the Work. The Contractor shall ensure coordination of submittals among related crafts.
- B. Contractor shall submit two (2) copies of all submittals to be retained by the Engineer plus the number of copies the Contractor wants returned.

**1.03 APPROVED EQUAL**

- A. Definition: An item of material or equipment proposed by the Contractor that has the same function, quality, durability, appearance, strength, and design characteristics equal to that named, that meets the requirements of the Specification, and is sufficiently similar so that no change in related work is required. The item of material or equipment shall reliably perform at least equally well for the function imposed by the design concept of the completed work as a functioning whole. In general, approved equal applies to manufactured items.
- B. Clearly mark on the Submittal Transmittal Form under DEVIATIONS.
- C. Acceptance is at the Engineer's sole discretion and the decision regarding acceptance or rejection shall be final. Contractor shall not assume acceptance at any time prior to the rendering of decision by the Engineer. The decision cannot be appealed within the provisions of the Contract Documents.

## **1.04 SUBSTITUTION**

- A. Definition: an item of material, equipment, means, method, technique, sequence, or procedure which meets the Contract requirements in function, quality, operation and maintenance, but does not exactly meet the Specification and is equal to or better than the specified item.
- B. Submit a request for substitution with the Submittal Transmittal Form. The request shall include complete specifications or means and methods for the item including all descriptive quality, performance, and cost data.
- C. Substitutions shall be authorized only by written approval by Engineer or Change Order to the Contract.
- D. Acceptance is at the Engineer's sole discretion and the decision regarding acceptance or rejection shall be final. Contractor shall not assume acceptance at any time prior to the rendering of decision by the Engineer. The decision cannot be appealed within the provisions of the Contract Documents.
- E. The Contractor shall pay for all costs associated with engineering review of items or systems requested for substitution. Costs will be based on the Engineer's normal billing rates with costs deducted from monthly progress payments for direct payment to the Engineer.

## **1.05 DEVIATIONS**

- A. Definition: related to changes to a specified procedure, material, or product proposed by the Contractor that does not fully conform to the requirements specified, but can be shown to accomplish the intent and functional requirements of the end product.
- B. Annotate in the submittal all deviations from stated requirements in the Contract. Failure to identify any deviation and subsequent acceptance of the submittal by the Engineer shall not relieve the Contractor from complying with the Contract.
- C. Acceptance is at the Engineer's sole discretion and the decision regarding acceptance or rejection shall be final. Contractor shall not assume acceptance at any time prior to the rendering of decision by the Engineer. The decision cannot be appealed within the provisions of the Contract Documents. A change order may be required by the Engineer for an accepted deviation.

## **PART 2 – PRODUCTS**

### **2.01 INITIAL SUBMITTALS (SUBMITTED WITH BID)**

- A. Initial Submittal: Information that is required to be submitted with the Bid for the purposes of evaluation.
  - 1. Bidder shall submit a schedule of work (see Section 01 32 00) to include mobilization, startup, operation dates, shutdown dates, daily hours of operation, daily staff/operators onsite, equipment quantities and capacities (lbs/meter/hour, gpm, etc.), and

equipment requirements (flows, electrical, etc.). Information provided should adequately demonstrate ability to complete the project as shown in the Bidder provided schedule. **A schedule shall be provided for each bid item.**

2. All Bidders shall include “Contractor Qualifications” form found at the end of this section and information required in Article 3 of EJCDC Form C-200 – Instructions to Bidders.
3. All Exceptions and proposed changes taken to the Agreement shall be identified in the form below with support information to clearly identify the original language, what is the exception, and the resulting impacts of the exception. See attached table.
4. Schedule of Values (see Section 01 32 00).
5. Forms as attached.

## **2.02 INFORMATION SUBMITTALS:**

A. Information Submittal: Information submitted by Contractor that requires Engineer’s review and determination that submitted information is in accordance with the Owner’s intent, Specifications or other Contract Documents or Agreement.

### **1. Work Execution Plan**

The “Apparent Low Bidder” shall provide a Work Execution Plan addressing the following items within 10 calendar days of being notified as the apparent low bidder:

- a. Chemicals, Supplies, Waste, Consumables and Equipment Storage.
  - b. Laydown Area and Staging: Identify the preferred area for equipment staging and operations, job trailer location, etc.
  - c. Equipment: Identify the proposed equipment to be used on the bid and include quantity, capacity, requirements (power, water, etc.), manufacturer/model number if available.
  - d. Local Content: Identify the job pool that will be used to fulfill all aspects of the contract.
  - e. Liner protection protocol.
  - f. SPCC, QA/QC Plan, HASP, housing plan, staffing plan etc.
2. General setup arrangement including equipment used, capacities, model numbers, locations of operations and solids storage relative to ponds, etc.
  3. Method and equipment for calculating percent solids and Paint Filter test for each load.
  4. Method and equipment for calculating pH and conducting the Paint Filter test.

5. Polymers or other proposed reagents with MSDS sheets.
6. Engineer/Owner may request additional submittals to verify conformance with facility operations and intent.

## **2.03 SHOP DRAWINGS**

- A. Not Required

## **2.04 FINAL SUBMITTALS**

- A. Not Required

## **PART 3 – EXECUTION**

### **3.01 PROCEDURES**

- A. Direct submittals to Engineer at the following, unless specified otherwise.
  1. Issuing Office.
- B. Electronic Submittals: Submittals shall, unless specifically approved otherwise by Engineer, be provided in electronic format.
  1. Each submittal shall be an electronic file in Adobe Acrobat Portable Document Format (PDF). Use the latest version available at time of execution of the Agreement.
  2. Electronic files that contain more than 10 pages in PDF format shall contain internal bookmarking from an index page to major sections of the document.
  3. Add general information to each PDF file, including title, subject, author, and keywords.
  4. PDF files shall be set up to print legibly at 8.5-inch by 11-inch or 11-inch by 17-inch. No other paper sizes will be accepted unless prior approval from Engineer is obtained.
  5. Submit new electronic files for each resubmittal.
  6. Include a copy of the Transmittal of Contractor's Submittal form, with each electronic file.
- C. Transmittal of Submittal:
  1. Contractor shall:
    - a. Review each submittal and check for compliance with Contract Documents.
    - b. Approve each submittal before submitting to Engineer.

2. Identify each submittal with the following:
  - a. Numbering and Tracking System:
    - 1) Sequentially number each submittal.
    - 2) Resubmission of submittal shall have original number with sequential alphabetic suffix.
  - b. Project title and Engineer's project number.
  - c. Date of transmittal.
  - d. Names of Subcontractor, or Supplier, and manufacturer as appropriate.
3. Identify and describe each deviation or variation from Contract Documents.

### **3.02 REVIEW PROCEDURE**

- A. Unless otherwise agreed, within ten (10) days after receipt of the submittal, Engineer will review and return the submittal indicating one of the following actions on the Submittal Transmittal Form.
  1. If the review indicates that the material, equipment, test or work method is in general conformance with the design concept and complies with the Contract Documents, submittal copies will be marked "NO EXCEPTION TAKEN" and given Review Action 1 on the Submittal Transmittal Form. In this event the Contractor may begin to incorporate the material or equipment covered by the submittal.
  2. If the review indicates that the submittal is insufficient or that limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED" and be given Review Action 2 on the Submittal Transmittal Form. The Contractor may begin incorporating the material and equipment covered by the submittal in accordance with the noted corrections.
  3. If the review indicates that the material, equipment, test or work method is not in general conformance with the design concept or in compliance with the Contract Documents, copies of the submittal will be marked "REVISE AND RESUBMIT" or "SUBMIT SPECIFIED ITEM" and given Review Action 3 or 4 on the Submittal Transmittal Form. Except at its own risk, the Contractor shall not undertake work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
  4. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "REJECTED" and given Review Action 5. If the comments are of a nature that can be addressed with submittal of specified items without a resubmittal, copies will be further marked "SUBMIT SPECIFIED ITEM" and given Review Action 4 on the Submittal Transmittal Form. If the comments require a revision and resubmittal, copies will be further marked "REVISE AND RESUBMIT" and given a Review Action 3 on the Submittal Transmittal Form. Except at its own risk, the Contractor shall not

undertake work covered by such a submittal until the attached comments have been either confirmed by a separate written communication or the submittal has been revised, resubmitted and returned marked either “NO EXCEPTION TAKEN” or “MAKE CORRECTIONS NOTED.”

### **3.03 EFFECT OF REVIEW OF CONTRACTOR’S SUBMITTALS**

- A. Review of drawings, tests, methods of work or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Owner or by any officer or employee of the Owner, and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work and test, material, or equipment so reviewed. A mark of “NO EXCEPTION TAKEN” or “MAKE CORRECTIONS NOTED” shall mean that the Owner, or any officer or employee of the Owner, has no objection to the Contractor, upon the Contractor’s own responsibility, providing the materials or equipment proposed.

**END OF SECTION**

**(FORMS FOLLOW)**



**CONTRACTOR QUALIFICATIONS**

The Contractor must show job locations, type of projects, contract amounts, and dates completed of similar projects. List at least 3 similar projects completed within the last 5 years and provide references for each. This information must also be furnished for any proposed sub-Contractors. Description shall include dry tons dredged and dewatered. Failure to submit this evidence shall be just cause for disqualification of the bid.

**PROJECT REFERENCES**

1. Project Name: \_\_\_\_\_  
Completed Cost: \_\_\_\_\_  
Work Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_

Start Date / Completion Date: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

2. Project Name: \_\_\_\_\_  
Completed Cost: \_\_\_\_\_  
Work Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_

Start Date / Completion Date: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

3. Project Name: \_\_\_\_\_

Completed Cost: \_\_\_\_\_

Work Description: \_\_\_\_\_

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Owner: \_\_\_\_\_

Start Date / Completion Date: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

4. Project Name: \_\_\_\_\_

Completed Cost: \_\_\_\_\_

Work Description: \_\_\_\_\_

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Owner: \_\_\_\_\_

Start Date / Completion Date: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

5. Project Name: \_\_\_\_\_

Completed Cost: \_\_\_\_\_

Work Description: \_\_\_\_\_

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Owner: \_\_\_\_\_

Start Date / Completion Date: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

6. (Optional) Project Name: \_\_\_\_\_

Completed Cost: \_\_\_\_\_

Work Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_

Start Date / Completion Date: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

The undersigned certifies that the preceding information is true and correct.

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**Submit additional information requested, see Article 3 – Qualification of Bidders of EJCDC Form C-200 – Instructions to Bidders**

Bidder exceptions shall be organized as shown in the table below.

**EXCEPTIONS TO AGREEMENT**

Exception #	Section #	Clause as Written in AGREEMENT	Clause Revision Proposed by Bidder (Bidder to Propose Specific Language for Owner's Consideration)	Reason For Revision	Impacts to Bidder's Proposal if Revision is Not Accepted by Owner (Cost and Schedule)

**SECTION 01 35 29**  
**HEALTH AND SAFETY**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. This section specifies procedures for complying with applicable laws and regulations related to worker safety and health. It is not the intent of the Port of Sunnyside to develop, manage, direct, and/or administer the safety and health programs of contractors or in any way assume the responsibility for the safety and health of their employees. It is required that all contractors adhere to applicable federal, state, and local safety and health standards.
- B. This section describes the requirements for the Contractor's Site-Specific Health and Safety Plan (HASP).
- C. It is not the intent of the Port of Sunnyside to list and identify all applicable safety codes, standards, and/or regulations requiring compliance by all contractor and subcontractor groups. Contractor and subcontractors shall be solely responsible for identifying and determining all safety codes, standards, and regulations that are applicable to the work.
- D. The HASP submittal shall be implemented prior to the start of site work and submit if requested for approval per Section 01 33 00, "Submittal Procedures."
- E. All work required in the Contract shall meet the requirements in 29 CFR 1926 and be considered in the bid amount

**1.02 PROJECT SPECIFIC/SITE-SPECIFIC HEALTH AND SAFETY PLAN (HASP)**

- A. A comprehensive HASP covers all aspects of the Contractor's work activities related specifically and distinctly to the work and site conditions. The HASP shall be based on a site-specific hazard analysis and shall explain how the Contract specific safety procedures shall be applied to the identified hazards in the work.
- B. HASP organization: organized and bound to readily accept revisions and additions.
  - 1. Outline form.
  - 2. Table of contents.
  - 3. Numbered pages.
  - 4. The following subparagraphs describe certain minimum precautions for consideration in developing a HASP. Include in the HASP all of the items below which may apply to the work. There may be other items not noted below which the Contractor shall address in the HASP. Items below which are not needed, note in the HASP as not applicable.
    - a. Hazard Communication (29 CFR 1910.1200):
      - 1) Contaminant gases that may be encountered include, but are not limited to, hydrogen sulfide, methane, carbon monoxide, carbon dioxide.

- 2) Provide a written Hazard Communication Program and emergency management plan addressing these and other potential hazardous substances that may exist and/or be brought on site during the work.
  - 3) For work requiring the use of hazardous materials and chemicals, provide a list and corresponding Material Safety Data Sheets (MSDS) for hazardous chemicals to be used on site. If no hazardous chemicals are to be used, provide statement to that effect.
- b. Confined Space (WAC 296-809):
- 1) The nature of the work may expose workers to permit-required confined spaces having possible explosive, toxic and oxygen deficient atmospheric conditions.
  - 2) Prior to execution of work in confined spaces, provide a written Permit Required Confined Space Safety Program that meets the requirements of 29 CFR 1910.146 and OAR 437-002-0146.
- c. Hazardous Energy Control, Lock-Out and Tag-Out (29 CFR 1910.147):
- 1) The nature of the work may expose workers to hazardous energy sources that include, but are not limited to, electrical, mechanical, pneumatic, hydraulic, thermal, and computerized systems. Provide a written plan outlining safe work practices addressing hazardous energy control procedures that meet the requirements of 29 CFR 1910.147.
  - 2) The written plan is to be coordinated and be compatible with the Port of Sunnyside's existing program for Lock-out/Tag-out.
- d. Fall Prevention and Protection (29 CFR 1926, OAR 437, Division 3, Subdivision M):
- 1) The nature of the work may expose workers to fall hazards.
  - 2) Provide a written Fall Prevention and Protection plan outlining safe work practices addressing fall hazards that meet the requirements of OAR 437, Division 3, Subdivision M.
- e. Personal Protective Equipment (OAR 437, Division 2, Subdivision I):
- 1) The nature of the work may expose workers to miscellaneous injury hazards to the head, hands, feet, body, eyes, ears, etc.
  - 2) Provide a written Personal Protective Equipment (PPE) plan outlining safe work practices addressing the use of personal protective equipment and clothing that meet the requirements of OAR 437, Division 2, Subdivision I.

- f. Suspect Material: Promptly suspend work and notify the Project Representative of unusual conditions, including oily soil found on work site. Work shall remain suspended until the Project Representative authorizes, in writing, that the work may resume.
- g. Boat Safety.

### **1.03 UTILITIES**

- A. During the performance of the work, take appropriate precautions when working near, around, and/or with utilities, in order to protect the health and safety of the worker, the public, property, and the environment.
- B. Provide a flagged warning line for all work conducted in proximity to power lines. Coordinate with utility owner for this work.
- C. Coordinate with the utility owner and the Project Representative to obtain approval to disconnect or reconnect utilities.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 SAFETY AND HEALTH COMPLIANCE**

- A. The Port of Sunnyside representative reserves the right to audit the Contractor's implementation of the HASP. The Port of Sunnyside reserves the right to stop that portion of the Contractor's work that is determined to be an imminent or immediate threat to worker health or safety. Ongoing work and hazardous situations that are considered a safety or health risk by the Project Representative shall be corrected immediately.
- B. Ensure that necessary protective clothing, hazardous energy control devices, fall prevention, and other specified supplies and equipment are made readily available to employees to facilitate implementation of the HASP.
- C. All Port of Sunnyside facility entry protocols shall be followed where appropriate.
- D. Notify the Port of Sunnyside representative immediately of all incidents involving personal injury and/or property damage. Provide a written report known as the Incident Report within 24 hours of any incident. Report for each incident occurrence shall include:
  - 1. Description of the event.
  - 2. Names of personnel involved.
  - 3. Description of injuries and treatment required (short term and long term).
  - 4. Description of property damage.

5. Site visits and inspections of other agencies as a result of an incident. Include names of the persons, purpose of the visit, and any other pertinent information.
6. Conduct a pre-job safety meeting with Contractor staff and with all subcontractor staff. Submit list of attendees and minutes of pre-job safety meeting.
7. Conduct all weekly safety tailgate meetings. Submit list of attendees and minutes of weekly safety tailgate meetings.
8. Submit a Monthly Contractor Injury Report consisting of a summary of the current month's injury accidents.
9. Use of intoxicants or of illegal or debilitating drugs while working on a Port of Sunnyside contract is prohibited.
10. Failure to comply with safety and health regulations will result in work suspension until adequate safety and health measures are implemented.

### **3.02 SITE SPECIFIC HEALTH AND SAFETY PLAN REVISIONS**

- A. In the event that the Port of Sunnyside representative, regulatory agencies, or jurisdictions determine that the HASP or associated documents, or organizational structure to be inadequate to protect employees and the public:
  1. Modify the HASP to meet the requirements of said regulatory agencies, jurisdictions, and/or the Project Representative.
  2. Provide submittal for revisions to the HASP within 7 days of the notice of a required modification.
  3. The revision shall be approved by the Port of Sunnyside prior to changing work practices.

### **3.03 POSTING**

- A. Provide and maintain a copy of the accepted the HASP at the Contractor's job site office and at each of the subcontractors' offices.

### **3.04 COMPLIANCE**

- A. Failure to comply with this section will result in work suspension until adequate safety and health measures are implemented.

**END OF SECTION**



# Attachments



**December 05, 2022**

Pond Survey for sludge volumes

747 Midvale Rd,  
Sunnyside, WA 98944

**Objective:**

To determine the level of the sludge blanket in the sludge receiving pond and quantify the volume in dry tons.

**Method:**

Synagro employee's Talbot Kendall, Chip Donahue, and Garrett Behrman surveyed the lagoon. on December 05, 2022. The lagoons were traversed in a boat using an electric motor. A representative number of sample points were utilized to determine sludge depth, and water depth. At each waypoint, a 1.5-inch diameter sludge judge was used to form a composite profile of the liquid portion of the lagoon. Depths of sludge and water were rounded to nearest whole number. Sonar was used to provide a heat map of water depth across the lagoon.

The term sludge depth refers to the sludge depth measure by the probing the pond with a sludge judge until firmly with pressure reaching the bottom and confirming the bottom depth. The term water is on top of the sludge in the pond, with insignificant sludge content. The bottom of the pond was firm, and the volume calculations do not include any bottom material removal. Ice was present on the edges and east side of lagoon during sampling.

**Testing:**

The samples collected were sent to Synagro's dewatering bench testing facility in Baltimore, MD. Total solids were analyzed using Standard Method 2540G. Density was calculated using ASTM certified mini density cup.

Total Volumes:

Pond #	SQ FT	Acres	Gal per foot	Ave. ft sludge	Gallons	% In Feed	DT	Density
1	156,816	3.6	1,173,052.80	4.24	4,973,743.87	6.31%	1315.0	8.38

Pond #	SQ FT	Acres	Gal per foot	Ave. ft sludge	Gallons	% In Feed	DT	Density
2	156,816	3.6	1,173,052.80	4.24	4,973,743.87	8.76%	1908.4	8.76

Pond #	SQ FT	Acres	Gal per foot	Ave. ft sludge	Gallons	% In Feed	DT	Density
Total	313,632	7.2	2,346,105.60	4.24	9,947,487.74	7.54%	3,223.37	8.570

Volumes With 1 Foot Reduction In Sludge Depth:

Pond #	SQ FT	Acres	Gal per foot	Ave. ft sludge	Gallons	% In Feed	DT	Density
1	156,816	3.6	1,173,052.80	3.24	3,800,691.07	6.31%	1004.9	8.38

Pond #	SQ FT	Acres	Gal per foot	Ave. ft sludge	Gallons	% In Feed	DT	Density
2	156,816	3.6	1,173,052.80	3.24	3,800,691.07	8.76%	1458.3	8.76

Total								
Pond #	SQ FT	Acres	Gal per foot	Ave. ft sludge	Gallons	% In Feed	DT	Density
Total	313,632	7.2	2,346,105.60	3.24	7,601,382.14	7.54%	2,463.14	8.570







**Sludge Depth Survey**

ID	lat	long	Sample ID	Total feet	Feet of Water	Feet of Sludge
1	39.20175	-76.6793	232	10	7	3
2	46.29567	-120.018	233	10	6	4
3	46.29557	-120.018	234	10	6	4
4	46.29612	-120.018	235	10	6	4
5	46.29611	-120.019	236	10	8	2
6	46.29587	-120.018	237	10	6	4
7	46.29601	-120.018	238	11	5	6
8	46.29607	-120.018	239	10	7	3
9	46.29603	-120.018	240	9	6	3
10	46.29588	-120.018	241	9	3	6
11	46.29604	-120.018	242	10	4	6
12	46.29608	-120.017	243	10	3	7
13	46.29592	-120.017	244	9	3	6
14	46.29588	-120.017	245	9	3	6
15	46.29605	-120.017	246	10	2	8
16	46.29617	-120.016	247	10	2	8
17	46.29616	-120.016	248	10	4	6
18	46.29611	-120.016	249	10	4	6
19	46.29617	-120.017	250	10	4	6
20	46.29604	-120.017	251	10	9	1
21	46.29601	-120.017	252	10	5	5
22	46.29634	-120.018	253	11	9	2
23	46.29647	-120.018	254	10	8	2
24	46.29653	-120.018	255	10	7	3
25	46.29628	-120.018	256	10	7	3
26	46.29627	-120.018	257	10	7	3
27	46.29628	-120.018	258	10	6	4
28	46.29656	-120.018	259	9	4	5
29	46.29643	-120.018	260	10	7	3
30	46.2963	-120.018	261	10	7	3
31	46.29656	-120.017	262	10	7	3
32	46.2966	-120.018	263	10	8	2
33	46.29655	-120.017	264	10	8	2
34	46.29647	-120.017	265	10	8	2
35	46.29636	-120.017	266	10	3	7
36	46.29629	-120.017	267	10	6	4
37	46.29639	-120.017	268	10	4	6
38	46.29661	-120.017	269	10	7	3
39	46.29661	-120.017	270	10	8	2
40	46.29662	-120.017	271	10	8	2
41	46.29629	-120.017	272	10	3	7
42	46.29634	-120.016	273	10	5	5
43	46.29644	-120.016	274	10	3	7
44	46.29657	-120.016	275	9	3	6
45	46.29659	-120.016	276	10	7	3
46	46.29629	-120.016	277	10	6	4
47	46.29632	-120.016	278	10	6	4
48	46.29641	-120.016	279	10	5	5
49	46.29656	-120.016	280	10	7	3
50	46.29656	-120.015	281	9	4	5
51	46.29627	-120.015	282	9	3	6
52	46.29603	-120.016	283	10	5	5
				<b>Average Feet</b>	<b>Average Feet</b>	<b>Average Feet</b>
				<b>9.88</b>	<b>5.54</b>	<b>4.24</b>

December 30, 2022

Port of Sunnyside  
Port of Sunnyside  
2640 E Edison Ave Ste 1  
Sunnyside, WA 98944

RE: All-20%

Associated Work Orders: YCL0297

Enclosed are the results of analyses for samples received at the laboratory on 12/8/2022. Sample analysis was performed according to Eurofins-Cascade Analytical's quality assurance program.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Kyle Johnson For Brianna Buschbach  
Quality Manager

Eurofins-Cascade Analytical uses procedures established by EPA, AOAC, APHA, ASTM, and AWWA. Eurofins-Cascade Analytical makes no warranty of any kind. The client assumes all risk and liability from the use of these results. Results relate only to the items tested and the sample(s) received by the laboratory. This analytical report must be reproduced in its entirety. Please review your data in a timely manner. Data gaps or errors will not be the responsibility of the laboratory. Though we do keep all analytical data for several years, samples are disposed of after six weeks.

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Port of Sunnyside 2640 E Edison Ave Ste 1 Sunnyside, WA 98944	Project: All-20% Project Number: All-20% Project Manager: Port of Sunnyside	<b>Reported:</b> 12/30/2022 11:09
---	---	--------------------------------------

### Samples in this Report

Lab ID	Sample	Matrix	Date Sampled	Date Received
YCL0297-01	Lag 2/3	Water	12/05/2022	12/08/2022



Port of Sunnyside  
2640 E Edison Ave Ste 1  
Sunnyside, WA 98944

Project: All-20%  
Project Number: All-20%  
Project Manager: Port of Sunnyside

**Reported:**  
12/30/2022 11:09

### Subcontracted Analyses

#### Eurofins Test America - Denver

Total Phosphorus  
TKN

#### Eurofins Test America - Seattle

Mn 200.7  
Ammonia  
As 200.7  
Ca 200.7  
Cd 200.7  
Cr 200.7  
Cu 200.7  
Fe 200.7  
Hg 245.1  
Ag 200.7  
Mg 200.7  
Zn 200.7  
Mo 200.7  
Na 200.7  
Ni 200.7  
Nitrate-N  
Pb 200.7  
S 200.7  
Se 200.7  
K 200.7

### Notes and Definitions

Item	Definition
Dry	Sample results reported on a dry weight basis.
ND	Analyte NOT DETECTED at or above the reporting limit.

1
2
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11

# ANALYTICAL REPORT

## PREPARED FOR

Attn: Brianna Buschbach  
Cascade Analytical Inc  
3019 GS Center Road  
Wenatchee, Washington 98801

Generated 12/27/2022 2:49:31 PM

## JOB DESCRIPTION

Cascade Analytical - YCL0297

## JOB NUMBER

580-121011-1

## Job Notes

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The data in the report relate to the field sample(s) as received by the laboratory and associated QC. All results have been reviewed and have been found to be compliant with laboratory and accreditation requirements, with the exception of the noted deviation(s). For questions, please contact the Project Manager.

The test results in this report relate only to the samples as received by the laboratory and will meet all requirements of the methodology, with any exceptions noted. This report shall not be reproduced except in full, without the express written approval of the laboratory. All questions should be directed to the Eurofins Environment Testing Northwest, LLC Project Manager.

## Authorization



Generated  
12/27/2022 2:49:31 PM

Authorized for release by  
Pauline Matlock, Project Manager  
[Pauline.Matlock@et.eurofinsus.com](mailto:Pauline.Matlock@et.eurofinsus.com)  
(253)922-2310



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# Case Narrative

Client: Cascade Analytical Inc  
Project/Site: Cascade Analytical - YCL0297

Job ID: 580-121011-1

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**Job ID: 580-121011-1**

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**Laboratory: Eurofins Seattle**

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**Narrative**

**Job Narrative**  
**580-121011-1**

**Receipt**

The sample was received on 12/9/2022 8:50 AM. Unless otherwise noted below, the sample arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 0.9°C

**Metals**

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

**General Chemistry**

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

# Definitions/Glossary

Client: Cascade Analytical Inc  
Project/Site: Cascade Analytical - YCL0297

Job ID: 580-121011-1

## Qualifiers

### Metals

Qualifier	Qualifier Description
J	Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.

### General Chemistry

Qualifier	Qualifier Description
J	Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.

## Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
▫	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

# Client Sample Results

Client: Cascade Analytical Inc  
 Project/Site: Cascade Analytical - YCL0297

Job ID: 580-121011-1

**Client Sample ID: YCL02987-01**

**Lab Sample ID: 580-121011-1**

Date Collected: 12/05/22 15:00

Matrix: Waste

Date Received: 12/09/22 08:50

**Method: SW846 6010D - Metals (ICP)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.35	J	2.4	0.20	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Cadmium	ND		0.82	0.040	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Calcium	5400		45	8.2	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Chromium	2.1		1.1	0.18	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Copper	5.9		2.0	0.33	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Iron	540		53	13	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Lead	0.82	J	1.2	0.18	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Magnesium	580		45	6.5	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Manganese	17		1.6	0.31	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Molybdenum	0.63	J	1.6	0.096	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Nickel	1.4		0.82	0.084	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Potassium	210		130	15	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Selenium	ND		4.1	0.32	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Silver	ND		2.0	0.46	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Sodium	520		82	15	mg/Kg		12/21/22 18:45	12/23/22 03:53	1
Zinc	29		3.3	0.78	mg/Kg		12/21/22 18:45	12/23/22 03:53	1

**Method: SW846 7471A - Mercury (CVAA)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.016	0.0048	mg/Kg		12/13/22 15:48	12/14/22 14:43	1

**Method: SW846 EPA 6010C - Metals (ICP)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Sulfur	490		10	3.4	mg/Kg		12/19/22 08:40	12/19/22 19:55	1

**General Chemistry**

Analyte	Result	Qualifier	RL	RL	Unit	D	Prepared	Analyzed	Dil Fac
Percent Solids (SM22 2540G)	6.4		0.1	0.1	%			12/20/22 08:48	1
Percent Moisture (SM22 2540G)	93.6		0.1	0.1	%			12/20/22 08:48	1

**General Chemistry - Soluble**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Nitrate as N (EPA 300.0)	1.3		1.3	0.35	mg/Kg			12/10/22 01:04	1
Nitrite as N (EPA 300.0)	0.41	J	1.3	0.31	mg/Kg			12/10/22 01:04	1
Nitrate Nitrite as N (EPA 300.0)	1.7	J	2.1	0.35	mg/Kg			12/10/22 01:04	1
Ammonia as N (EPA 350.1)	600		240	86	mg/Kg		12/24/22 00:53	12/24/22 00:59	10



# QC Sample Results

Client: Cascade Analytical Inc  
Project/Site: Cascade Analytical - YCL0297

Job ID: 580-121011-1

## Method: 6010D - Metals (ICP)

**Lab Sample ID: MB 580-413592/24-A**  
**Matrix: Waste**  
**Analysis Batch: 413771**

**Client Sample ID: Method Blank**  
**Prep Type: Total/NA**  
**Prep Batch: 413592**

Analyte	MB	MB	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Arsenic	ND		3.0	0.25	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Cadmium	ND		1.0	0.049	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Calcium	ND		55	10	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Chromium	ND		1.3	0.22	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Copper	ND		2.5	0.40	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Iron	ND		65	16	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Lead	ND		1.5	0.22	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Magnesium	ND		55	7.9	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Manganese	ND		2.0	0.38	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Molybdenum	ND		2.0	0.12	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Nickel	ND		1.0	0.10	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Potassium	ND		170	19	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Selenium	ND		5.0	0.40	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Silver	ND		2.5	0.56	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Sodium	ND		100	19	mg/Kg		12/21/22 18:45	12/23/22 03:06	1
Zinc	ND		4.0	0.96	mg/Kg		12/21/22 18:45	12/23/22 03:06	1

**Lab Sample ID: LCS 580-413592/25-A**  
**Matrix: Waste**  
**Analysis Batch: 413771**

**Client Sample ID: Lab Control Sample**  
**Prep Type: Total/NA**  
**Prep Batch: 413592**

Analyte	Spike Added	LCS	LCS	Unit	D	%Rec	%Rec Limits
		Result	Qualifier				
Arsenic	50.0	50.6		mg/Kg		101	80 - 120
Cadmium	50.0	50.6		mg/Kg		101	80 - 120
Calcium	1000	993		mg/Kg		99	80 - 120
Chromium	50.0	54.4		mg/Kg		109	80 - 120
Copper	50.0	53.9		mg/Kg		108	80 - 120
Iron	1000	1070		mg/Kg		107	80 - 120
Lead	50.0	51.5		mg/Kg		103	80 - 120
Magnesium	1000	967		mg/Kg		97	80 - 120
Manganese	50.0	50.2		mg/Kg		100	80 - 120
Molybdenum	50.0	54.9		mg/Kg		110	80 - 120
Nickel	50.0	51.8		mg/Kg		104	80 - 120
Potassium	1000	918		mg/Kg		92	80 - 120
Selenium	50.0	53.0		mg/Kg		106	80 - 120
Silver	50.0	51.5		mg/Kg		103	80 - 120
Sodium	1000	1010		mg/Kg		101	80 - 120
Zinc	50.0	48.9		mg/Kg		98	80 - 120

**Lab Sample ID: LCSD 580-413592/26-A**  
**Matrix: Waste**  
**Analysis Batch: 413771**

**Client Sample ID: Lab Control Sample Dup**  
**Prep Type: Total/NA**  
**Prep Batch: 413592**

Analyte	Spike Added	LCSD	LCSD	Unit	D	%Rec	%Rec Limits	RPD	Limit
		Result	Qualifier						
Arsenic	50.0	49.3		mg/Kg		99	80 - 120	2	20
Cadmium	50.0	49.2		mg/Kg		98	80 - 120	3	20
Calcium	1000	980		mg/Kg		98	80 - 120	1	20
Chromium	50.0	53.1		mg/Kg		106	80 - 120	2	20
Copper	50.0	52.5		mg/Kg		105	80 - 120	3	20

Eurofins Seattle

# QC Sample Results

Client: Cascade Analytical Inc  
 Project/Site: Cascade Analytical - YCL0297

Job ID: 580-121011-1

## Method: 6010D - Metals (ICP) (Continued)

Lab Sample ID: LCSD 580-413592/26-A  
 Matrix: Waste  
 Analysis Batch: 413771

Client Sample ID: Lab Control Sample Dup  
 Prep Type: Total/NA  
 Prep Batch: 413592

Analyte	Spike Added	LCSD		Unit	D	%Rec	%Rec		RPD	Limit
		Result	Qualifier				Limits	RPD		
Iron	1000	1050		mg/Kg		105	80 - 120	2	20	
Lead	50.0	49.9		mg/Kg		100	80 - 120	3	20	
Magnesium	1000	949		mg/Kg		95	80 - 120	2	20	
Manganese	50.0	49.6		mg/Kg		99	80 - 120	1	20	
Molybdenum	50.0	53.9		mg/Kg		108	80 - 120	2	20	
Nickel	50.0	50.2		mg/Kg		100	80 - 120	3	20	
Potassium	1000	911		mg/Kg		91	80 - 120	1	20	
Selenium	50.0	51.1		mg/Kg		102	80 - 120	4	20	
Silver	50.0	50.7		mg/Kg		101	80 - 120	2	20	
Sodium	1000	999		mg/Kg		100	80 - 120	1	20	
Zinc	50.0	47.1		mg/Kg		94	80 - 120	4	20	

## Method: 7471A - Mercury (CVAA)

Lab Sample ID: MB 580-412816/21-A  
 Matrix: Waste  
 Analysis Batch: 412929

Client Sample ID: Method Blank  
 Prep Type: Total/NA  
 Prep Batch: 412816

Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Mercury	ND		0.030	0.0090	mg/Kg		12/13/22 15:48	12/14/22 14:26	1

Lab Sample ID: LCS 580-412816/22-A  
 Matrix: Waste  
 Analysis Batch: 412929

Client Sample ID: Lab Control Sample  
 Prep Type: Total/NA  
 Prep Batch: 412816

Analyte	Spike Added	LCS		Unit	D	%Rec	%Rec	
		Result	Qualifier				Limits	RPD
Mercury	0.167	0.165		mg/Kg		99	80 - 120	

Lab Sample ID: LCSD 580-412816/23-A  
 Matrix: Waste  
 Analysis Batch: 412929

Client Sample ID: Lab Control Sample Dup  
 Prep Type: Total/NA  
 Prep Batch: 412816

Analyte	Spike Added	LCSD		Unit	D	%Rec	%Rec		RPD	Limit
		Result	Qualifier				Limits	RPD		
Mercury	0.167	0.163		mg/Kg		98	80 - 120	2	20	

## Method: EPA 6010C - Metals (ICP)

Lab Sample ID: MB 280-596831/1-A  
 Matrix: Waste  
 Analysis Batch: 597251

Client Sample ID: Method Blank  
 Prep Type: Total/NA  
 Prep Batch: 596831

Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Sulfur	ND		15	4.9	mg/Kg		12/19/22 08:40	12/19/22 19:12	1

Lab Sample ID: LCS 280-596831/2-A  
 Matrix: Waste  
 Analysis Batch: 597251

Client Sample ID: Lab Control Sample  
 Prep Type: Total/NA  
 Prep Batch: 596831

Analyte	Spike Added	LCS		Unit	D	%Rec	%Rec	
		Result	Qualifier				Limits	RPD
Sulfur	2000	1820		mg/Kg		91	80 - 120	

Eurofins Seattle

# QC Sample Results

Client: Cascade Analytical Inc  
 Project/Site: Cascade Analytical - YCL0297

Job ID: 580-121011-1

## Method: 300.0 - Anions by Ion Chromatograph

**Lab Sample ID: MB 580-412807/2-A**  
**Matrix: Waste**  
**Analysis Batch: 412808**

**Client Sample ID: Method Blank**  
**Prep Type: Soluble**

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Nitrate as N	ND		1.5	0.41	mg/Kg			12/09/22 15:42	1
Nitrite as N	ND		1.5	0.36	mg/Kg			12/09/22 15:42	1
Nitrate Nitrite as N	ND		2.5	0.41	mg/Kg			12/09/22 15:42	1

**Lab Sample ID: LCS 580-412807/3-A**  
**Matrix: Waste**  
**Analysis Batch: 412808**

**Client Sample ID: Lab Control Sample**  
**Prep Type: Soluble**

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Nitrate as N	50.0	49.1		mg/Kg		98	90 - 110
Nitrite as N	50.0	49.8		mg/Kg		100	90 - 110
Nitrate Nitrite as N	100	98.9		mg/Kg		99	90 - 110

**Lab Sample ID: LCSD 580-412807/4-A**  
**Matrix: Waste**  
**Analysis Batch: 412808**

**Client Sample ID: Lab Control Sample Dup**  
**Prep Type: Soluble**

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Nitrate as N	50.0	49.1		mg/Kg		98	90 - 110	0	15
Nitrite as N	50.0	49.9		mg/Kg		100	90 - 110	0	15
Nitrate Nitrite as N	100	99.0		mg/Kg		99	90 - 110	0	15

## Method: EPA 350.1 - Ammonia

**Lab Sample ID: MB 580-413732/1-B**  
**Matrix: Waste**  
**Analysis Batch: 413739**

**Client Sample ID: Method Blank**  
**Prep Type: Soluble**  
**Prep Batch: 413738**

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ammonia as N	ND		25	8.8	mg/Kg		12/24/22 00:53	12/24/22 00:59	1

**Lab Sample ID: LCS 580-413732/2-B**  
**Matrix: Waste**  
**Analysis Batch: 413739**

**Client Sample ID: Lab Control Sample**  
**Prep Type: Soluble**  
**Prep Batch: 413738**

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Ammonia as N	50.0	48.0		mg/Kg		96	90 - 110

# Lab Chronicle

Client: Cascade Analytical Inc  
 Project/Site: Cascade Analytical - YCL0297

Job ID: 580-121011-1

**Client Sample ID: YCL02987-01**

**Lab Sample ID: 580-121011-1**

**Date Collected: 12/05/22 15:00**

**Matrix: Waste**

**Date Received: 12/09/22 08:50**

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Batch Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3050B			413592	TMH	EET SEA	12/21/22 18:45
Total/NA	Analysis	6010D		1	413771	JLS	EET SEA	12/23/22 03:53
Total/NA	Prep	7471A			412816	CA	EET SEA	12/13/22 15:48
Total/NA	Analysis	7471A		1	412929	CA	EET SEA	12/14/22 14:43
Total/NA	Prep	3050B			596831	LJS	EET DEN	12/19/22 08:40
Total/NA	Analysis	EPA 6010C		1	597251	KRP	EET DEN	12/19/22 19:55
Total/NA	Analysis	2540G		1	413361	TGO	EET SEA	12/20/22 08:48
Soluble	Leach	DI Leach			412807	JHR	EET SEA	12/09/22 15:14
Soluble	Analysis	300.0		1	412808	JHR	EET SEA	12/10/22 01:04
Soluble	Leach	DI Leach			413732	MLT	EET SEA	12/23/22 20:38
Soluble	Prep	Distill/Ammonia			413738	MLT	EET SEA	12/24/22 00:53
Soluble	Analysis	EPA 350.1		10	413739	MLT	EET SEA	12/24/22 00:59

**Laboratory References:**

EET DEN = Eurofins Denver, 4955 Yarrow Street, Arvada, CO 80002, TEL (303)736-0100

EET SEA = Eurofins Seattle, 5755 8th Street East, Tacoma, WA 98424, TEL (253)922-2310



# Accreditation/Certification Summary

Client: Cascade Analytical Inc  
Project/Site: Cascade Analytical - YCL0297

Job ID: 580-121011-1

## Laboratory: Eurofins Seattle

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
Washington	State	C788	07-13-23

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte
2540G		Waste	Percent Moisture
2540G		Waste	Percent Solids
7471A	7471A	Waste	Mercury

## Laboratory: Eurofins Denver

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
Washington	State	C583-19	08-03-23

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte
EPA 6010C	3050B	Waste	Sulfur

# Sample Summary

Client: Cascade Analytical Inc  
Project/Site: Cascade Analytical - YCL0297

Job ID: 580-121011-1

---

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
580-121011-1	YCL02987-01	Waste	12/05/22 15:00	12/09/22 08:50

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# SUBCONTRACT ORDER

**Sending Laboratory:**

Eurofins Cascade Analytical- Yakima  
 1008 W Ahtanum Road  
 Union Gap, WA 98903  
 Phone: 509-452-7707  
 Fax: 509-452-7773

Project Manager: Brianna Buschbach  
 BriannaBuschbach@eurofinsUS.com

**Subcontracted Laboratory:**

Eurofins Test America - Seattle  
 5755 8th St East  
 Tacoma, WA 98424  
 Phone: (253) 922-2310

**Work Order: YCL0297**

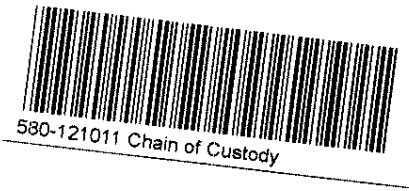
Analysis	Comments
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Lab Sample ID: YCL0297-01 Water Sampled: 12/05/2022 15:00

Nitrate-N	SM 4500-NO3 F	Run with H flag per client
Solids-Total	SM 2540 B	
Ammonia	SM 4500-NH3 G	Run with H flag per client (received three days after collection)
K 200.7	EPA 200.7	
As 200.7	EPA 200.7	
Ca 200.7	EPA 200.7	
Cd 200.7	EPA 200.7	
Cr 200.7	EPA 200.7	
Cu 200.7	EPA 200.7	
Fe 200.7	EPA 200.7	
Mn 200.7	EPA 200.7	
Ni 200.7	EPA 200.7	
Pb 200.7	EPA 200.7	
Se 200.7	EPA 200.7	
Tg 245.1	EPA 245.1	
Zn 200.7	EPA 200.7	
Mg 200.7	EPA 200.7	
Ag 200.7	EPA 200.7	
Mo 200.7	EPA 200.7	
200.7	EPA 200.7	
200.7	EPA 200.7	
200.7	EPA 200.7	
200.7	EPA 200.7	
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200.7	EPA 200.7	
200.7	EPA 200.7	
200.7	EPA 200.7	

**HOLD TIME**

Containers Supplied:  
 125mL H2SO4 (B) P 125mL (C) P 250mL HNO3 (D)



Page 17 of 38 YCL0297\_1 LabAnalysis\_Cascade 12 30 2022 1109

Prepared By: [Signature] Date: 12/8/22  
 Received By: [Signature] Date: 12/9/22 0850

121011



## Login Sample Receipt Checklist

Client: Cascade Analytical Inc

Job Number: 580-121011-1

**Login Number: 121011**

**List Number: 1**

**Creator: Vallelunga, Diana L**

**List Source: Eurofins Seattle**

Question	Answer	Comment
Radioactivity wasn't checked or is <=/ background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	N/A	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	



## Login Sample Receipt Checklist

Client: Cascade Analytical Inc

Job Number: 580-121011-1

**Login Number: 121011**

**List Number: 2**

**Creator: Rystrom, Joshua R**

**List Source: Eurofins Denver**

**List Creation: 12/14/22 05:03 PM**

Question	Answer	Comment
Radioactivity wasn't checked or is <=/ background as measured by a survey meter.	True	
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	N/A	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	False	Limited volume received.
Sample Preservation Verified.	N/A	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	

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# ANALYTICAL REPORT

## PREPARED FOR

Attn: Kaylee Troth  
Eurofins Cascade Analytical  
1008 West Ahtanum Road  
Suite 2  
Union Gap, Washington 98903

Generated 12/29/2022 8:43:02 AM

## JOB DESCRIPTION

Eurofins - Cascade Yakima - YCL0297

## JOB NUMBER

280-170377-1

# Eurofins Denver

## Job Notes

The test results in this report relate only to the samples in this report and meet all requirements of NELAC, with any exceptions noted. Pursuant to NELAP, this report shall not be reproduced except in full, without the written approval of the laboratory. All questions regarding this report should be directed to the Eurofins TestAmerica Denver Project Manager.

The Lab Certification ID# is 4025.

Reporting limits are adjusted for sample size used, dilutions and moisture content if applicable.

The test results in this report relate only to the samples as received by the laboratory and will meet all requirements of the methodology, with any exceptions noted. This report shall not be reproduced except in full, without the express written approval of the laboratory. All questions should be directed to the Eurofins TestAmerica Project Manager.

## Authorization



Generated  
12/29/2022 8:43:02 AM

Authorized for release by  
Michael Norton, Project Manager I  
[Michael.Norton@et.eurofinsus.com](mailto:Michael.Norton@et.eurofinsus.com)  
(303)736-0100



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# Definitions/Glossary

Client: Eurofins Cascade Analytical  
Project/Site: Eurofins - Cascade Yakima - YCL0297

Job ID: 280-170377-1

## Qualifiers

### General Chemistry

Qualifier	Qualifier Description
F1	MS and/or MSD recovery exceeds control limits.

## Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
α	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

# Case Narrative

Client: Eurofins Cascade Analytical  
Project/Site: Eurofins - Cascade Yakima - YCL0297

Job ID: 280-170377-1

**Job ID: 280-170377-1**

**Laboratory: Eurofins Denver**

**Narrative**

## CASE NARRATIVE

**Client: Eurofins Cascade Analytical**

**Project: Eurofins - Cascade Yakima - YCL0297**

**Report Number: 280-170377-1**

With the exceptions noted as flags or footnotes, standard analytical protocols were followed in the analysis of the samples and no problems were encountered or anomalies observed. In addition all laboratory quality control samples were within established control limits, with any exceptions noted below. Each sample was analyzed to achieve the lowest possible reporting limit within the constraints of the method. In some cases, due to interference or analytes present at high concentrations, samples were diluted. For diluted samples, the reporting limits are adjusted relative to the dilution required.

Calculations are performed before rounding to avoid round-off errors in calculated results.

All holding times were met and proper preservation noted for the methods performed on these samples, unless otherwise detailed in the individual sections below.

### **RECEIPT**

The sample was received on 12/14/2022 9:30 AM. Unless otherwise noted below, the sample arrived in good condition, and where required, properly preserved and on ice. The temperature of the cooler at receipt was 0.1° C.

### **TOTAL KJELDAHL NITROGEN**

Sample YCL0297-01 (280-170377-1) was analyzed for total kjeldahl nitrogen in accordance with EPA Method 351.2. The samples were prepared on 12/27/2022 and analyzed on 12/28/2022.

Nitrogen, Kjeldahl failed the recovery criteria low for the MS of sample 280-170381-1 in batch 280-597939. Nitrogen, Kjeldahl failed the recovery criteria low for the MSD of sample 280-170381-1 in batch 280-597939.

Sample YCL0297-01 (280-170377-1)[5X] required dilution prior to analysis. The reporting limits have been adjusted accordingly.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

### **TOTAL PHOSPHORUS**

Sample YCL0297-01 (280-170377-1) was analyzed for total phosphorus in accordance with EPA Method 365.1. The samples were prepared on 12/16/2022 and analyzed on 12/17/2022.

Phosphorus, Total failed the recovery criteria low for the MSD of sample 280-170177-1 in batch 280-597057. Sample non-homogeneity is suspected because the associated laboratory control sample, laboratory control sample duplicate and matrix spike (LCS/LCSD/MS) recoveries are within acceptance limits.

Due to the nature of the sample matrix, a 100x dilution during the prep stage was deemed necessary for workable prep and analysis for sample YCL0297-01 (280-170377-1). The reporting limits have been adjusted accordingly.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

# Detection Summary

Client: Eurofins Cascade Analytical  
Project/Site: Eurofins - Cascade Yakima - YCL0297

Job ID: 280-170377-1

**Client Sample ID: YCL0297-01**

**Lab Sample ID: 280-170377-1**

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Nitrogen, Kjeldahl	1700		250	170	mg/L	5		351.2	Total/NA
Phosphorus, Total	29		2.5	1.3	mg/L	50		365.1	Total/NA

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This Detection Summary does not include radiochemical test results.

Eurofins Denver

# Method Summary

Client: Eurofins Cascade Analytical  
Project/Site: Eurofins - Cascade Yakima - YCL0297

Job ID: 280-170377-1

Method	Method Description	Protocol	Laboratory
351.2	Nitrogen, Total Kjeldahl	MI AWW	EET DEN
365.1	Phosphorus, Total	EPA	EET DEN
351.2	Nitrogen, Total Kjeldahl	MCAWW	EET DEN
365.2/365.3/365	Phosphorus, Total	MCAWW	EET DEN

#### Protocol References:

EPA = US Environmental Protection Agency

MCAWW = "Methods For Chemical Analysis Of Water And Wastes", EPA-600/4-79-020, March 1983 And Subsequent Revisions.

#### Laboratory References:

EET DEN = Eurofins Denver, 4955 Yarrow Street, Arvada, CO 80002, TEL (303)736-0100

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# Sample Summary

Client: Eurofins Cascade Analytical  
Project/Site: Eurofins - Cascade Yakima - YCL0297

Job ID: 280-170377-1

---

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
280-170377-1	YCL0297-01	Water	12/05/22 15:00	12/14/22 09:30

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# Client Sample Results

Client: Eurofins Cascade Analytical  
Project/Site: Eurofins - Cascade Yakima - YCL0297

Job ID: 280-170377-1

## General Chemistry

Client Sample ID: YCL0297-01  
Date Collected: 12/05/22 15:00  
Date Received: 12/14/22 09:30

Lab Sample ID: 280-170377-1  
Matrix: Water

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Nitrogen, Kjeldahl (MCAWW 351.2)	1700		250	17s	mg/L		12/27/22 16:41	12/28/22 12:28	5
Phosphorus, Total (EPA 365.1)	29		2.5	1.3	mg/L		12/16/22 11:56	12/17/22 15:22	50

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# QC Sample Results

Client: Eurofins Cascade Analytical  
 Project/Site: Eurofins - Cascade Yakima - YCL0297

Job ID: 280-170377-1

## Method: 351.2 - Nitrogen, Total Kjeldahl

**Lab Sample ID: MB 280-597817/28-A**  
**Matrix: Water**  
**Analysis Batch: 597939**

**Client Sample ID: Method Blank**  
**Prep Type: Total/NA**  
**Prep Batch: 597817**

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Nitrogen, Kjeldahl	ND		1.0	0.69	mg/L		12/27/22 16:41	12/28/22 12:13	1

**Lab Sample ID: LCS 280-597817/27-A**  
**Matrix: Water**  
**Analysis Batch: 597939**

**Client Sample ID: Lab Control Sample**  
**Prep Type: Total/NA**  
**Prep Batch: 597817**

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Nitrogen, Kjeldahl	6.00	6.26		mg/L		104	90 - 110

**Lab Sample ID: 280-170381-A-1-E MS**  
**Matrix: Water**  
**Analysis Batch: 597939**

**Client Sample ID: Matrix Spike**  
**Prep Type: Total/NA**  
**Prep Batch: 597817**

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Nitrogen, Kjeldahl	ND	F1	3.00	ND	F1	mg/L		0	90 - 110

**Lab Sample ID: 280-170381-A-1-F MSD**  
**Matrix: Water**  
**Analysis Batch: 597939**

**Client Sample ID: Matrix Spike Duplicate**  
**Prep Type: Total/NA**  
**Prep Batch: 597817**

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Nitrogen, Kjeldahl	ND	F1	3.00	ND	F1	mg/L		0	90 - 110	NC	25

## Method: 365.1 - Phosphorus, Total

**Lab Sample ID: MB 280-596969/5-A**  
**Matrix: Water**  
**Analysis Batch: 597057**

**Client Sample ID: Method Blank**  
**Prep Type: Total/NA**  
**Prep Batch: 596969**

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Phosphorus, Total	ND		0.050	0.025	mg/L		12/16/22 11:55	12/17/22 11:47	1

**Lab Sample ID: LCS 280-596969/3-A**  
**Matrix: Water**  
**Analysis Batch: 597057**

**Client Sample ID: Lab Control Sample**  
**Prep Type: Total/NA**  
**Prep Batch: 596969**

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Phosphorus, Total	0.500	0.499		mg/L		100	90 - 110

**Lab Sample ID: LCSD 280-596969/4-A**  
**Matrix: Water**  
**Analysis Batch: 597057**

**Client Sample ID: Lab Control Sample Dup**  
**Prep Type: Total/NA**  
**Prep Batch: 596969**

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Phosphorus, Total	0.500	0.503		mg/L		101	90 - 110	1	10

Eurofins Denver

# QC Sample Results

Client: Eurofins Cascade Analytical  
 Project/Site: Eurofins - Cascade Yakima - YCL0297

Job ID: 280-170377-1

## Method: 365.1 - Phosphorus, Total (Continued)

**Lab Sample ID: 280-170177-A-1-B MS**  
**Matrix: Water**  
**Analysis Batch: 597057**

**Client Sample ID: Matrix Spike**  
**Prep Type: Total/NA**  
**Prep Batch: 596969**

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Phosphorus, Total	1.2	F1	0.500	1.67		mg/L		94	90 - 110

**Lab Sample ID: 280-170177-A-1-C MSD**  
**Matrix: Water**  
**Analysis Batch: 597057**

**Client Sample ID: Matrix Spike Duplicate**  
**Prep Type: Total/NA**  
**Prep Batch: 596969**

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Phosphorus, Total	1.2	F1	0.500	1.63	F1	mg/L		87	90 - 110	2	10

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# QC Association Summary

Client: Eurofins Cascade Analytical  
 Project/Site: Eurofins - Cascade Yakima - YCL0297

Job ID: 280-170377-1

## General Chemistry

### Prep Batch: 596969

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
280-170377-1	YCL0297-01	Total/NA	Water	365.2/365.3/365	
MB 280-596969/5-A	Method Blank	Total/NA	Water	365.2/365.3/365	
LCS 280-596969/3-A	Lab Control Sample	Total/NA	Water	365.2/365.3/365	
LCSD 280-596969/4-A	Lab Control Sample Dup	Total/NA	Water	365.2/365.3/365	
280-170177-A-1-B MS	Matrix Spike	Total/NA	Water	365.2/365.3/365	
280-170177-A-1-C MSD	Matrix Spike Duplicate	Total/NA	Water	365.2/365.3/365	

### Analysis Batch: 597057

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
280-170377-1	YCL0297-01	Total/NA	Water	365.1	596969
MB 280-596969/5-A	Method Blank	Total/NA	Water	365.1	596969
LCS 280-596969/3-A	Lab Control Sample	Total/NA	Water	365.1	596969
LCSD 280-596969/4-A	Lab Control Sample Dup	Total/NA	Water	365.1	596969
280-170177-A-1-B MS	Matrix Spike	Total/NA	Water	365.1	596969
280-170177-A-1-C MSD	Matrix Spike Duplicate	Total/NA	Water	365.1	596969

### Prep Batch: 597817

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
280-170377-1	YCL0297-01	Total/NA	Water	351.2	
MB 280-597817/28-A	Method Blank	Total/NA	Water	351.2	
LCS 280-597817/27-A	Lab Control Sample	Total/NA	Water	351.2	
280-170381-A-1-E MS	Matrix Spike	Total/NA	Water	351.2	
280-170381-A-1-F MSD	Matrix Spike Duplicate	Total/NA	Water	351.2	

### Analysis Batch: 597939

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
280-170377-1	YCL0297-01	Total/NA	Water	351.2	597817
MB 280-597817/28-A	Method Blank	Total/NA	Water	351.2	597817
LCS 280-597817/27-A	Lab Control Sample	Total/NA	Water	351.2	597817
280-170381-A-1-E MS	Matrix Spike	Total/NA	Water	351.2	597817
280-170381-A-1-F MSD	Matrix Spike Duplicate	Total/NA	Water	351.2	597817

# Lab Chronicle

Client: Eurofins Cascade Analytical  
Project/Site: Eurofins - Cascade Yakima - YCL0297

Job ID: 280-170377-1

**Client Sample ID: YCL0297-01**

**Lab Sample ID: 280-170377-1**

**Date Collected: 12/05/22 15:00**

**Matrix: Water**

**Date Received: 12/14/22 09:30**

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	351.2			0.5 mL	25 mL	597817	12/27/22 16:41	LRB	EET DEN
Total/NA	Analysis	351.2		5			597939	12/28/22 12:28	LRB	EET DEN
Total/NA	Prep	365.2/365.3/365			50 mL	50 mL	596969	12/16/22 11:56	SJD	EET DEN
Total/NA	Analysis	365.1		50	2 mL	2 mL	597057	12/17/22 15:22	SJD	EET DEN

**Laboratory References:**

EET DEN = Eurofins Denver, 4955 Yarrow Street, Arvada, CO 80002, TEL (303)736-0100

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14

# Accreditation/Certification Summary

Client: Eurofins Cascade Analytical  
Project/Site: Eurofins - Cascade Yakima - YCL0297

Job ID: 280-170377-1

## Laboratory: Eurofins Denver

The accreditations/certifications listed below are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Washington	State	C583-19	08-03-23

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14

**Sending Laboratory:**

**Subcontracted Laboratory:**

Eurofins Cascade Analytical- Yakima  
 1008 W Ahtanum Road  
 Union Gap, WA 98903  
 Phone: 509-452-7707  
 Fax: 509-452-7773

Project Manager: Brianna Buschbach  
 BriannaBuschbach@eurofinsUS.com

Eurofins Test America - Denver  
 4955 Yarrow Street  
 Arvada, CO 80002-4517  
 Phone: (303) 736-0100

**Work Order: YCL0297**

Analysis	Comments
<b>Lab Sample ID: YCL0297-01    Water    Sampled: 12/05/2022 15:00</b>	
Total Phosphorus -	SM 4500-P E
TKN	SM 4500Norg-C
<i>Containers Supplied:</i> P 500mL H2SO4 (A)	



280-170377 Chain of Custody

*[Signature]*  
 \_\_\_\_\_  
 Released By

*12-12-22*  
 \_\_\_\_\_  
 Date

*[Signature]*      *12-19-22 0930*  
 \_\_\_\_\_  
 Received By      Date



# Login Sample Receipt Checklist

Client: Eurofins Cascade Analytical

Job Number: 280-170377-1

**Login Number: 170377**

**List Number: 1**

**Creator: Roehsner, Karen P**

**List Source: Eurofins Denver**

Question	Answer	Comment
Radioactivity wasn't checked or is <math>\leq</math> background as measured by a survey meter.	True	
The cooler's custody seal, if present, is intact.	N/A	
Sample custody seals, if present, are intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	N/A	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	N/A	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <math><6\text{mm}</math> (1/4").	N/A	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	







3019 G. S. Center Rd.  
Wenatchee, WA 98801  
(509) 662-1888  
Fax: (509) 662-8183  
1-800-545-4206

1008 W. Ahtanum Rd.  
Union Gap, WA 98903  
(509) 452-7707  
Fax: (509) 452-7773

# WATER ANALYSIS ORDER FORM

Batch#	YCL0297				
SEND RESULTS TO	1	2	3	4	5
1) Client 2) Billing 3) Both	1				
SAMPLE REPRESENTS	2				
1) Irrigation 2) Waste Water 3) Other					
SAMPLE BY	1				
1) Client 2) Quality Control 3) Cascade 4) Other					

CLIENT NAME/ADDRESS	Port of SS
	747 Midvale Rd
	Samysville wa
SAMPLER'S NAME	Garrett Behnam

BILLING NAME/ADDRESS	Port of SS
	2640 E Edison Ave Spt 1
PHONE	509 839 3187

E-mail DELIA.R@portofsamysville.com E-mail

RELINQUISHED BY: (Signature) [1]	DATE	RELINQUISHED BY: (Signature) [2]	DATE	RELINQUISHED BY: (Signature) [3]	DATE
<i>Delia Ramos</i>	12/5/22	<i>DL</i>			
(Printed)	TIME	(Printed)	TIME	(Printed)	TIME
DELIA RAMOS	15:00				
RECEIVED BY: (Signature)	DATE	RECEIVED BY: (Signature)	DATE	RECEIVED FOR LAB BY: (Signature)	DATE
<i>Garrett</i>	12/8				
(Printed)	TIME	(Printed)	TIME	(Printed)	TIME
Garrett ✓	11:44				

**FORM MUST BE COMPLETED BEFORE ANALYSIS WILL BE PERFORMED.**

YCL0297-01	1	See Attached Sheet.	Sample Date	Sample Time
	2			
	3			
	4			
	5			

\*METALS - circle type of analysis - T=total or D=dissolved

Total N package = TKN, NO<sub>3</sub>, NO<sub>2</sub>, NH<sub>3</sub>

Sample container received by client was sealed Yes  No

Sample container received by laboratory was sealed Yes  No

**Disclaimer:**

Cascade Analytical, Inc., makes no warranty of any kind, expressed or implied, and customer assumes all risk and liability from the use of Cascade's test results. Cascade neither assumes nor authorizes any person to assume for Cascade any other liability in connection with the testing done by Cascade Analytical, Inc., and there are no other oral agreements or warranties collateral to or affecting this agreement.

Cascade Analytical Inc.'s liability to customer as a result of customers use of Cascade's test results shall be limited to a sum equal to the fees paid by customer to Cascade Analytical, Inc. for the testing work.

Customer Signature: *Delia Ramos* Date 12/7/22

This form also serves as "Chain of Custody."  
CAICOF - 03

IRRIGATION WATER	SAMPLE #				
	1	2	3	4	5
Standard					
GENERAL CHEMISTRY					
1135 pH					
1140 Conductivity					
1200 Solids-Dis. (TDS)					
1230 Solids-Susp. (TSS)					
1240 Tot. Phosphorus					
1250 Orthophosphate					
1260 Kjeldahl Nitrogen (TKN)					
1170 Nitrate+Nitrite					
1265 NO <sub>3</sub> (As N)					
1280 Ammonia					
1300 Biol. Oxy. Demand					
1310 Chem. Oxy. Demand					
1190 Sulfate (SO <sub>4</sub> )					
1180 Chloride (Cl)					
1150 Turbidity					
1320 Hexane Ext. Mat.					
1340 Alkalinity					
217 Total N Pkg					
MICROBIOLOGY					
10040 Total Coliform MF					
10010 Fecal Coliform MF					
10041 Total Coliform MPN					
10011 Fecal Coliform MPN					
METALS - TOTAL OR DISSOLVED					
1391 Antimony (Sb)					
1011 Arsenic (As)					
1025 Barium (Ba)					
1405 Beryllium (Be)					
1031 Cadmium (Cd)					
1045 Chromium (Cr)					
1215 Copper (Cu)					
1065 Iron (Fe)					
1075 Manganese (Mn)					
1081 Mercury (Hg)					
1435 Molybdenum (Mo)					
1051 Lead (Pb)					
1335 Nickel (Ni)					
1091 Selenium (Se)					
1105 Silver (Ag)					
1381 Thallium (Tl)					
1225 Zinc (Zn)					
MINERALS					
1120 Calcium (Ca)					
1130 Magnesium (Mg)					
1115 Potassium (K)					



YCL0297

**Pollutants:**

Arsenic  
Cadmium  
Chromium  
Copper  
Lead  
Mercury  
Molybdenum  
Nickel  
Selenium  
Sodium  
Zinc

**Nutrients:**

Ammonia Nitrogen (Total)  
Nitrate Nitrogen  
Total Kjeldahl Nitrogen  
Phosphorous (Total)  
Calcium (total /extractable)  
Iron (total /extractable)  
Magnesium (total /extractable)  
Manganese (total /extractable)  
Potassium (total /extractable)  
Sulfur (total /extractable)

**Conventionals:**

Total Solids

**Additional Analyses:**

Silver





YCL0297

Sample Receipt Form

Date Received: 12-8-22 Time Received: 11:44 Initials: [Signature]

Client Name: Port of JS Project Name: \_\_\_\_\_

Temperature of cooler upon receipt: -1 °C Thermometer ID: CR.2

Custody seals: Intact Broken None N/A

Chain of Custody Completed:

Client name, address, and phone number; Yes No
Date and time of sampling; Yes No
Test requests clear; Yes No
Completed in ink; Yes No
Signed by client; Yes No

All samples received: Yes No

All samples intact: Yes No

Sample ID's match COC form: Yes No

Appropriate containers used: Yes No

Sufficient amount of sample for analysis: Yes No

Correct preservative verified: N/A Yes No

Air bubbles in VOC, TTHM, or HAA5 samples: N/A Yes No

Sample(s) exceed hold time: Yes No

Type of coolant: Ice Blue Ice None Other Comment: \_\_\_\_\_

Shipping Method: FedEx UPS USPS Brett & Sons Hand Delivered CAI Sampled

Shipping Container: E-CA Cooler E-CA Cooler Box Client's Cooler None Other \_\_\_\_\_

Samples accepted for analysis: Yes No

Reason for Rejection: \_\_\_\_\_

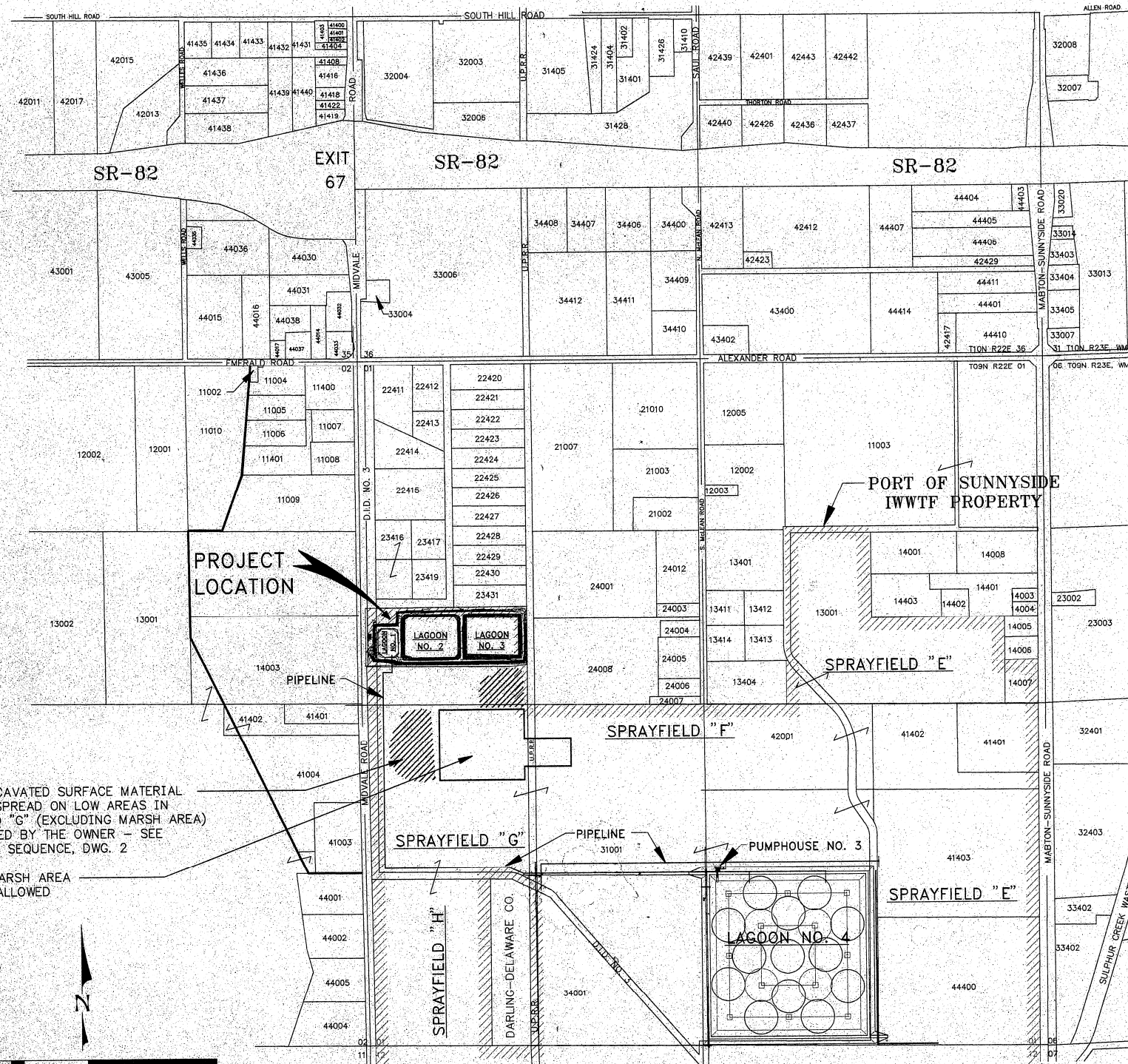
Name of Person Contacted: \_\_\_\_\_ Date Contacted: \_\_\_\_\_

Comments: Client informed passed hold time - run anyway DA
1x P 500
2x P 125
1x P 2TB

# PORT OF SUNNYSIDE INDUSTRIAL WWTP EXPANSION—PHASE II LAGOONS NO. 1 AND NO. 2/3 IMPROVEMENTS

CITY OF SUNNYSIDE

**CONSTRUCTION SET**  
INCORPORATES ADDENDA NO. 1 THROUGH 3  
JANUARY 20, 1995

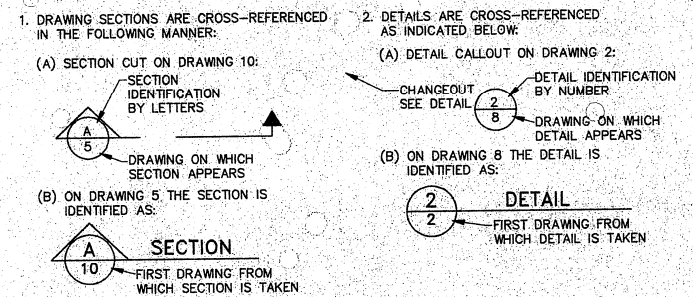


**LOCATION MAP**

## SHEET INDEX

SHEET	DESCRIPTION
1	TITLE, INDEX AND LOCATION MAP
2	LAGOON GEOMETRIC CONTROL AND GRADING PLAN
3	LAGOON NO. 1 MODIFICATION PLAN
4	DEMOLITION DETAILS
5	PIPING PROFILES
6	LAGOON LINER AND BAFFLE DETAILS
7	LINER DETAILS
8	OUTLET STRUCTURE AND STRUCTURAL NOTES
9	AERATOR REMOVAL STRUCTURE
10	FLOW CONTROL STRUCTURE AND STRUCTURAL DETAILS
11	STRUCTURAL DETAILS
12	ELECTRICAL LEGEND AND ONE LINE DIAGRAM
13	ELECTRICAL SITE PLAN

## DRAWING CROSS-REFERENCE SYSTEM



PRINTED  
JAN 20 1995

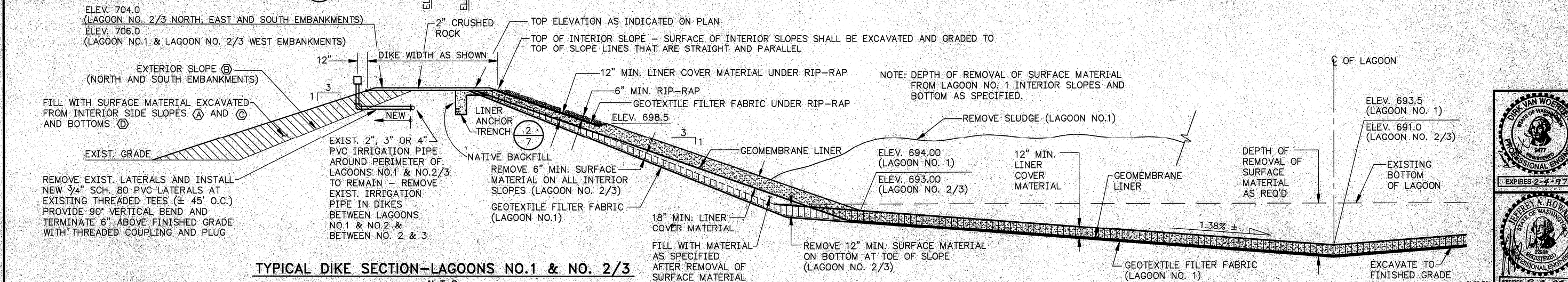
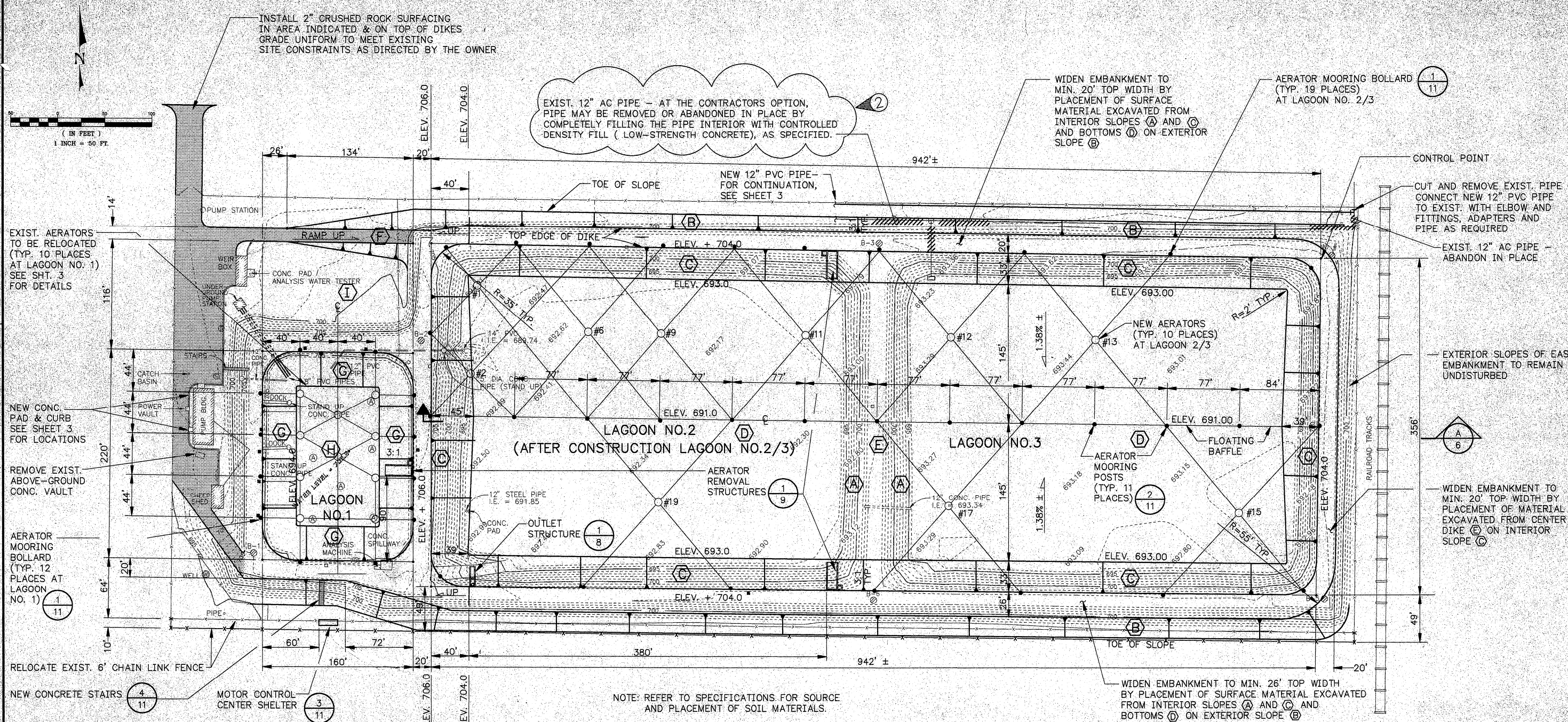


**Barrett Consulting Group**

#5B 1995 Project  
Lagoons 1, & 2/3  
Construction Set







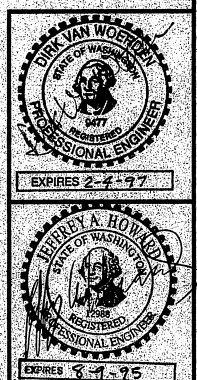
**TYPICAL DIKE SECTION—LAGOONS NO.1 & NO. 2/3**  
N.T.S.

Date	No.	Description	By	Checked	Project No.
01-20-95	2	ADDENDUM NO.3	JH	CHK	50517102.030
12-07-94	1	ADDENDUM NO.2 ENTIRE SHEET REPLACED	DWV	CHK	50517102.030

**Barrett Consulting Group**  
 10800 N.E. 8th Street, 7th Floor  
 Bellevue, WA 98004  
 206 456-3494 Fax: 206 453-9470  
 Civil / Environmental Engineers

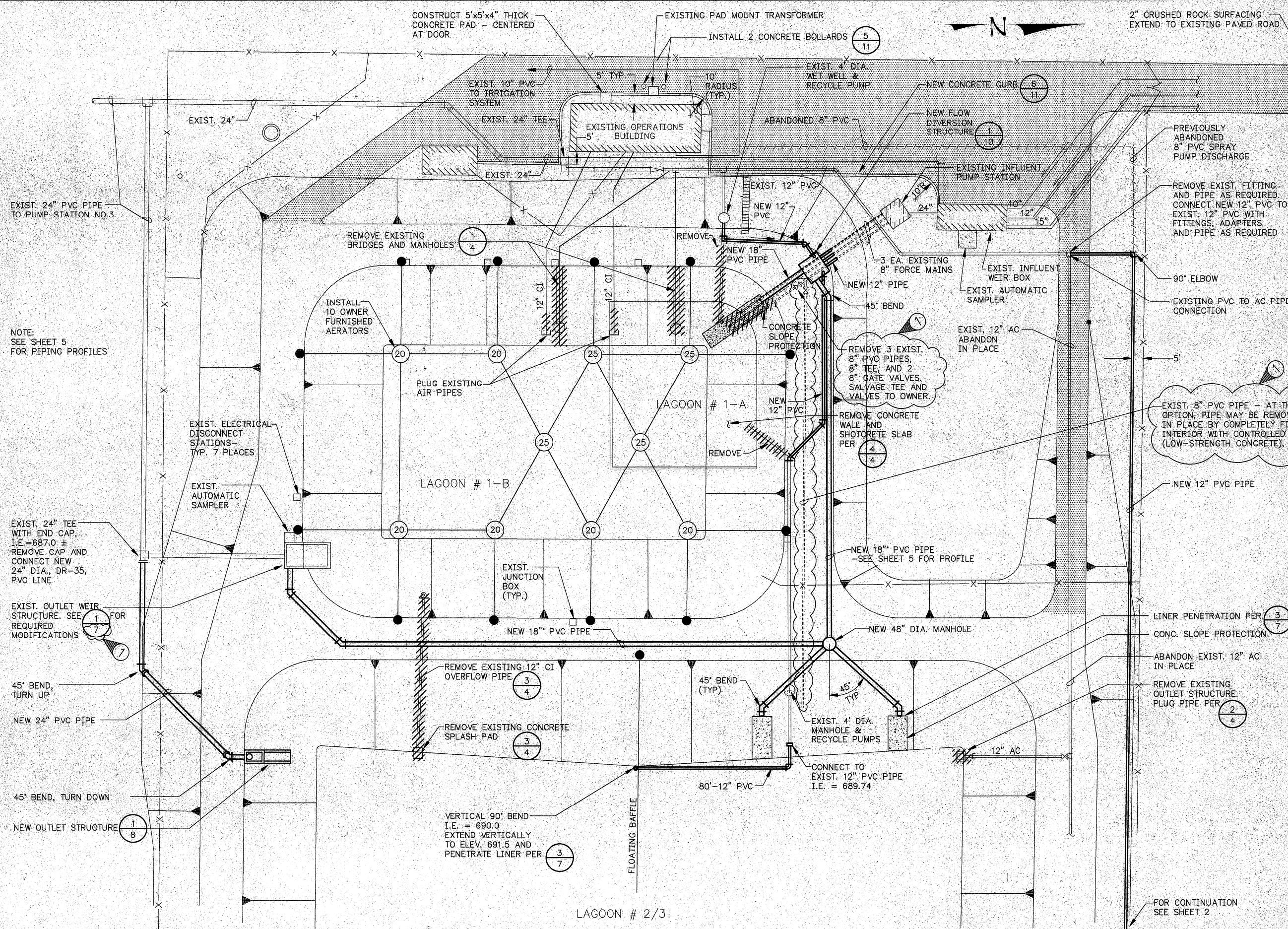
**PORT OF SUNNYSIDE  
 INDUSTRIAL WWTP EXPANSION—PHASE II  
 LAGOONS NO. 1 AND NO. 2/3 IMPROVEMENTS**

**LAGOON GEOMETRIC CONTROL  
 AND GRADING PLAN**  
 DWG 2  
 OF 13









NOTE:  
SEE SHEET 5  
FOR PIPING PROFILES

EXIST. 24" TEE WITH END CAP, I.E. = 687.0 ± REMOVE CAP AND CONNECT NEW 24" DIA., DR-35, PVC LINE

EXIST. OUTLET WEIR STRUCTURE. SEE REQUIRED MODIFICATIONS

45° BEND, TURN UP

NEW 24" PVC PIPE

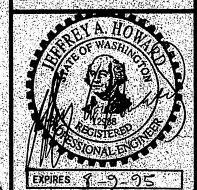
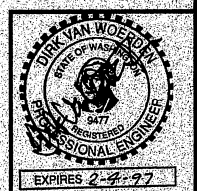
45° BEND, TURN DOWN

NEW OUTLET STRUCTURE

VERTICAL 90° BEND I.E. = 690.0 EXTEND VERTICALLY TO ELEV. 691.5 AND PENETRATE LINER PER 3/7

LAGOON # 2/3

EXIST. 8" PVC PIPE - AT THE CONTRACTOR'S OPTION, PIPE MAY BE REMOVED OR ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPE INTERIOR WITH CONTROLLED DENSITY FILL (LOW-STRENGTH CONCRETE), AS SPECIFIED.



01-20-95	1	ADDENDUM NO. 2	TC	Designed: JH	Approved:	Scale: 1"=20'	Date: NOV. 1994
Date	No.	Description	By	Checked: CHK	Project No. 50517102.030		

**Barrett Consulting Group**  
 10800 N.E. 8th Street, 7th Floor  
 Bellevue, WA 98004  
 206 455-9494, Fax: 206 453-9470  
 Civil / Environmental Engineers

750 S. 333 St., Ste. 200  
 Federal Way, WA 98003  
 206 838-6202  
 Fax: 206 874-0577

1000 Dupont St., Ste. 2-8  
 Bellingham, WA 98225  
 206 734-3202  
 Fax: 206 734-0816

PORT OF SUNNYSIDE  
 INDUSTRIAL - WWTP EXPANSION PHASE II  
 LAGOONS NO.1 AND NO. 2/3 IMPROVEMENTS

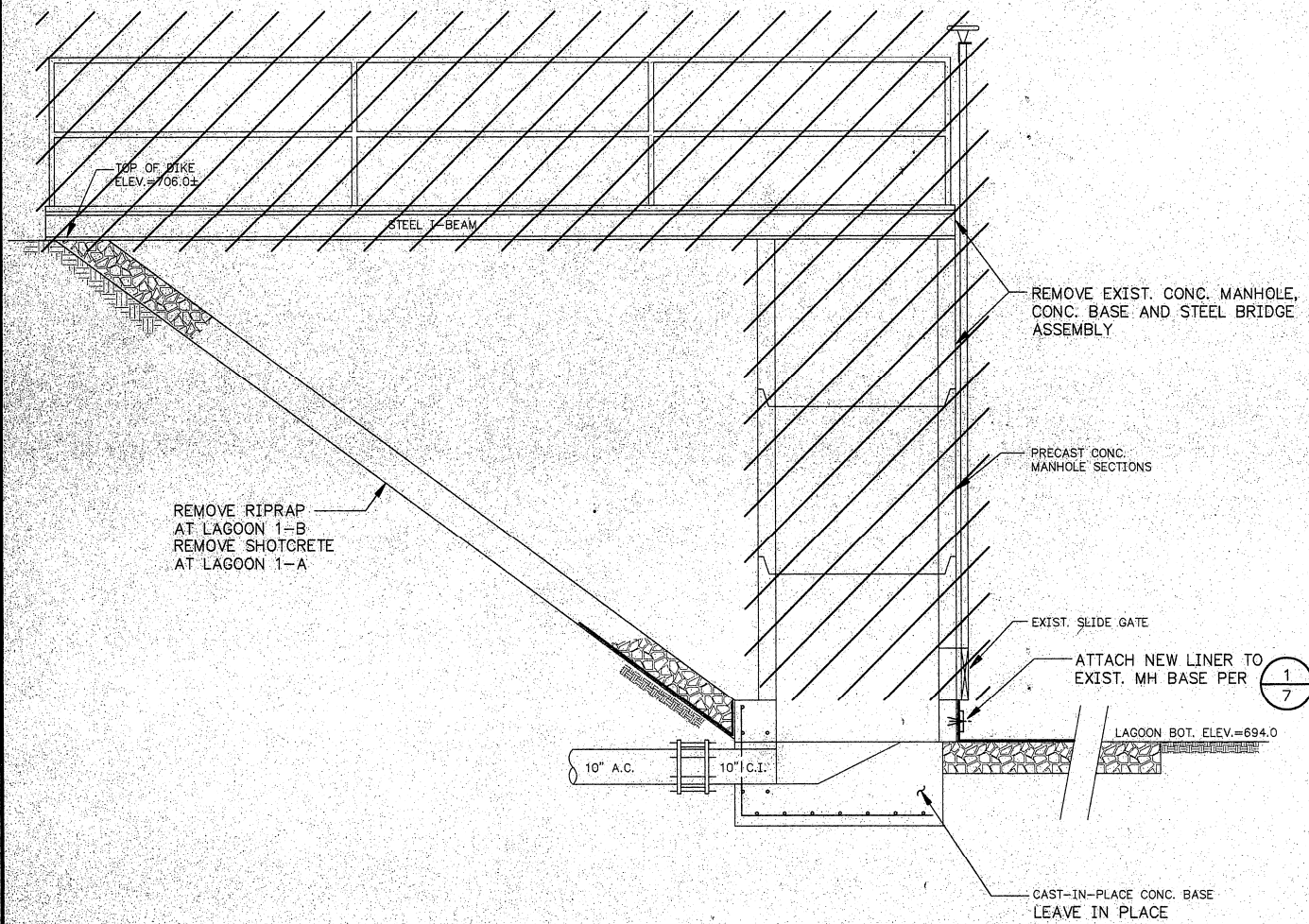
LAGOON NO.1 MODIFICATION

DWG 3  
 OF 13

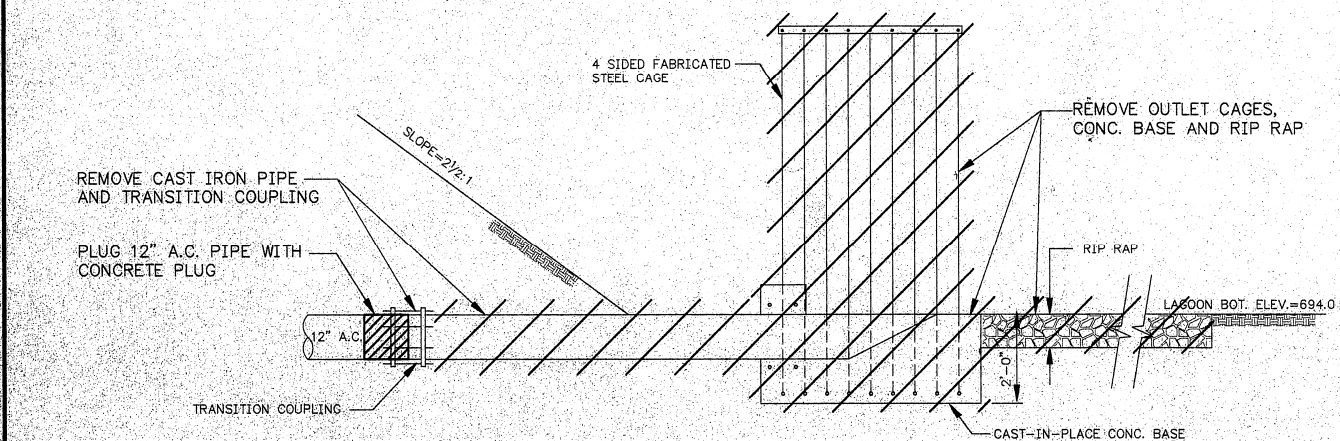
FOR CONTINUATION  
 SEE SHEET 2



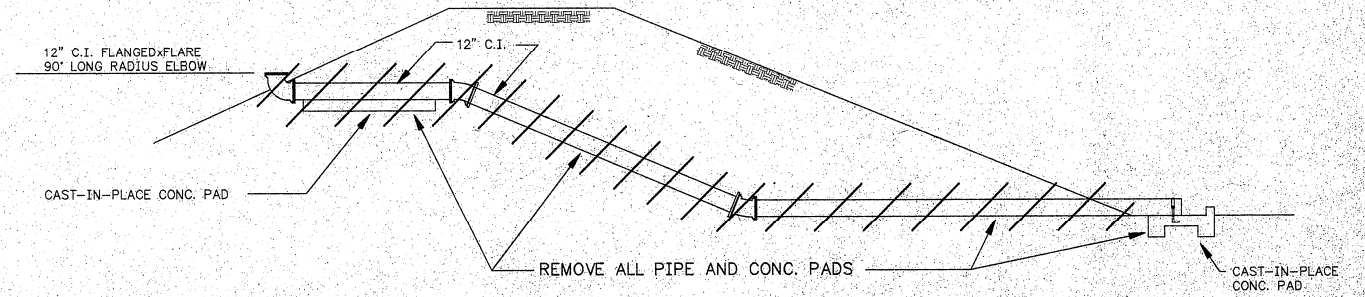




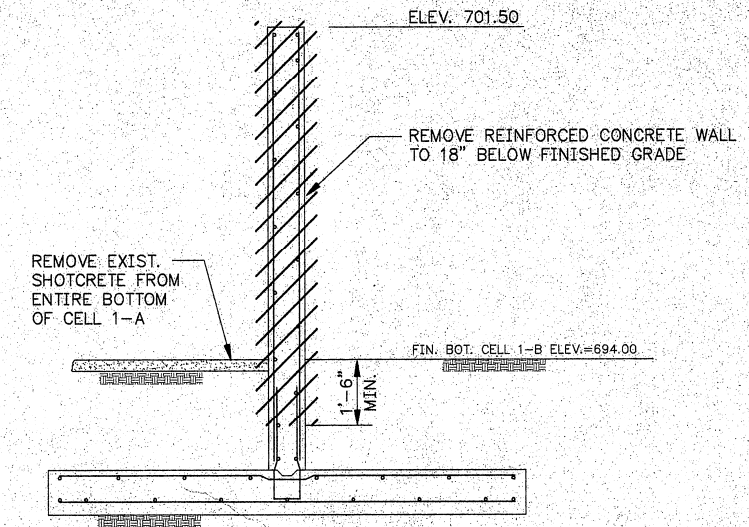
**1**  
**3** EXISTING LAGOONS 1-A AND 1-B OUTLET STRUCTURES  
SCALE: 1/2"=1'-0"



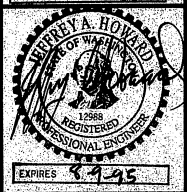
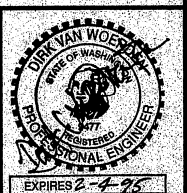
**2**  
**3** EXISTING LAGOONS 2 AND 3 OUTLET STRUCTURES  
SCALE: 1/2"=1'-0"



**3**  
**3** EXISTING OVERFLOW PIPE DETAIL  
LAGOON 1-B TO 2 AND LAGOON 2 TO 3  
SCALE: NONE



**4**  
**3** EXISTING LAGOONS 1-A AND 1-B  
DIVISION WALL  
SCALE: 1/2"=1'-0"



Designed	JH	Approved	
Drawn	BF	Scale	NOTED
Date		Date	OCT. 1994
Checked	CHK	Project No.	50517102.030



**Barrett Consulting Group**  
10800 N.E. 8th Street, 7th Floor  
Bellevue, WA 98004  
206 455-9494 Fax: 206 453-9470  
Civil / Environmental Engineers

720 5 333 51, 91e 200  
Federal Way, WA 98003  
206 838-6202  
Fax: 206 874-0577

1800 DuPont St., Ste. 2-B  
Bellingham, WA 98225  
206 734-3202  
Fax: 206 734-0816

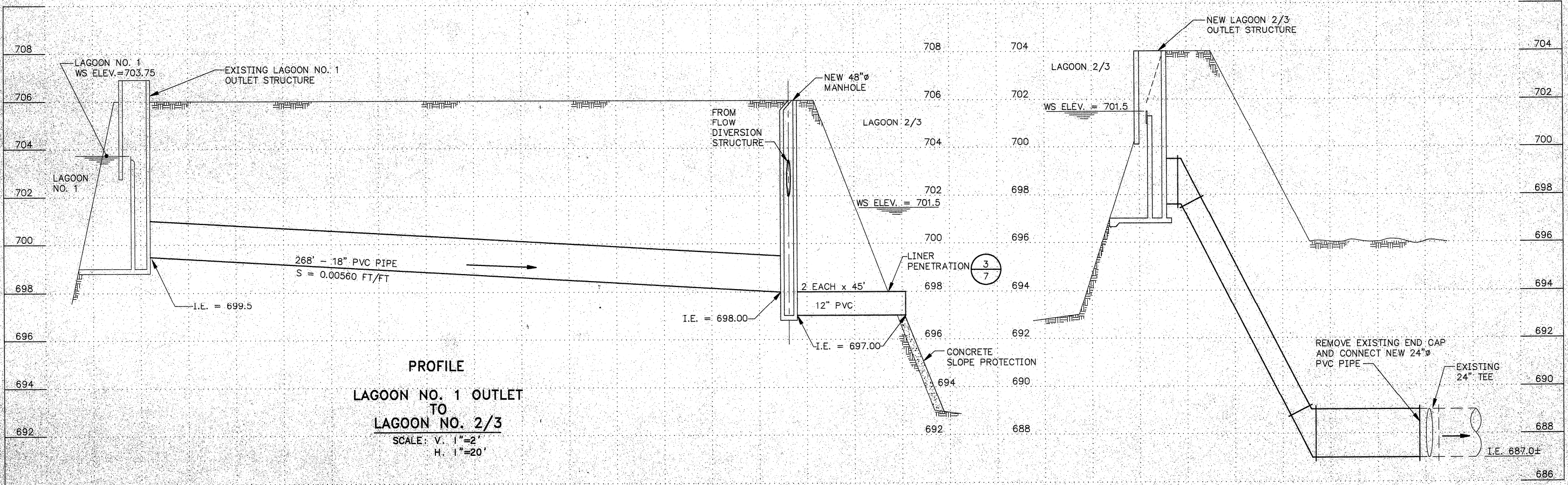
PORT OF SUNNYSIDE  
INDUSTRIAL - WWTP EXPANSION PHASE II  
LAGOONS NO. 1 AND NO. 2/3 UPGRADES

DEMOLITION DETAILS

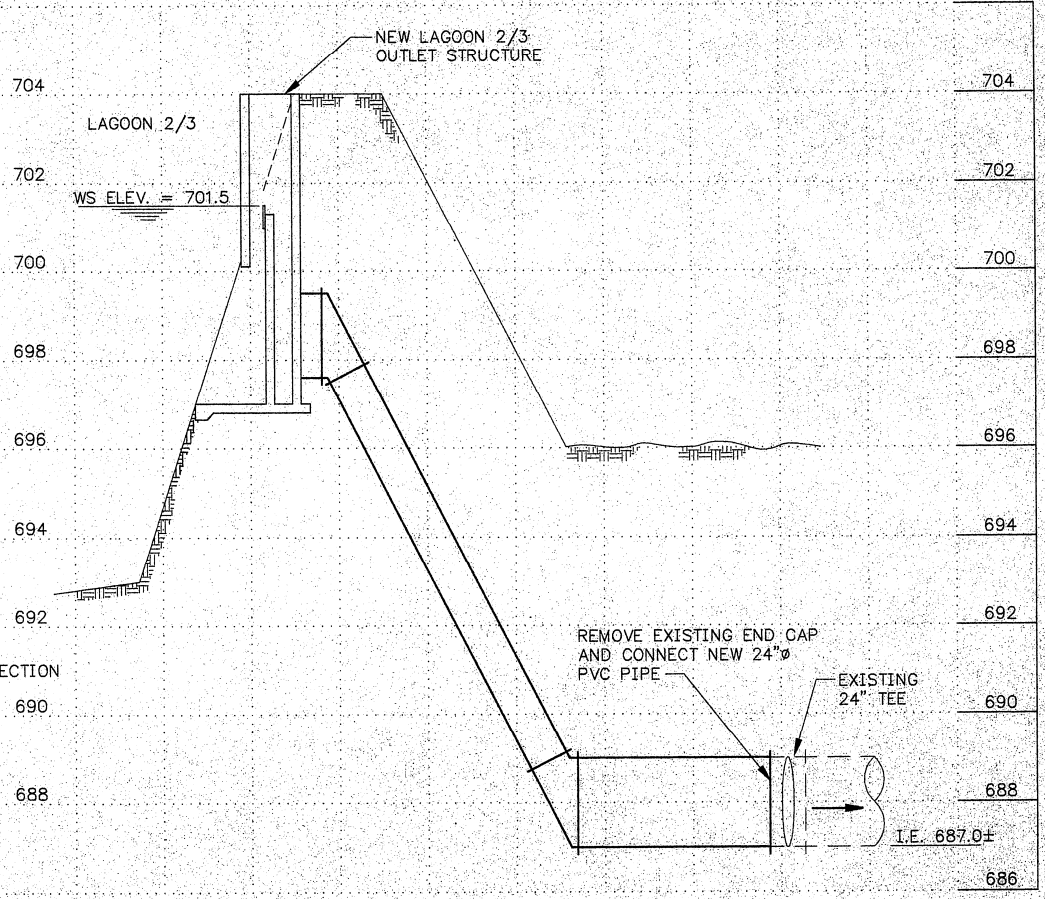
DWG 4  
OF 13



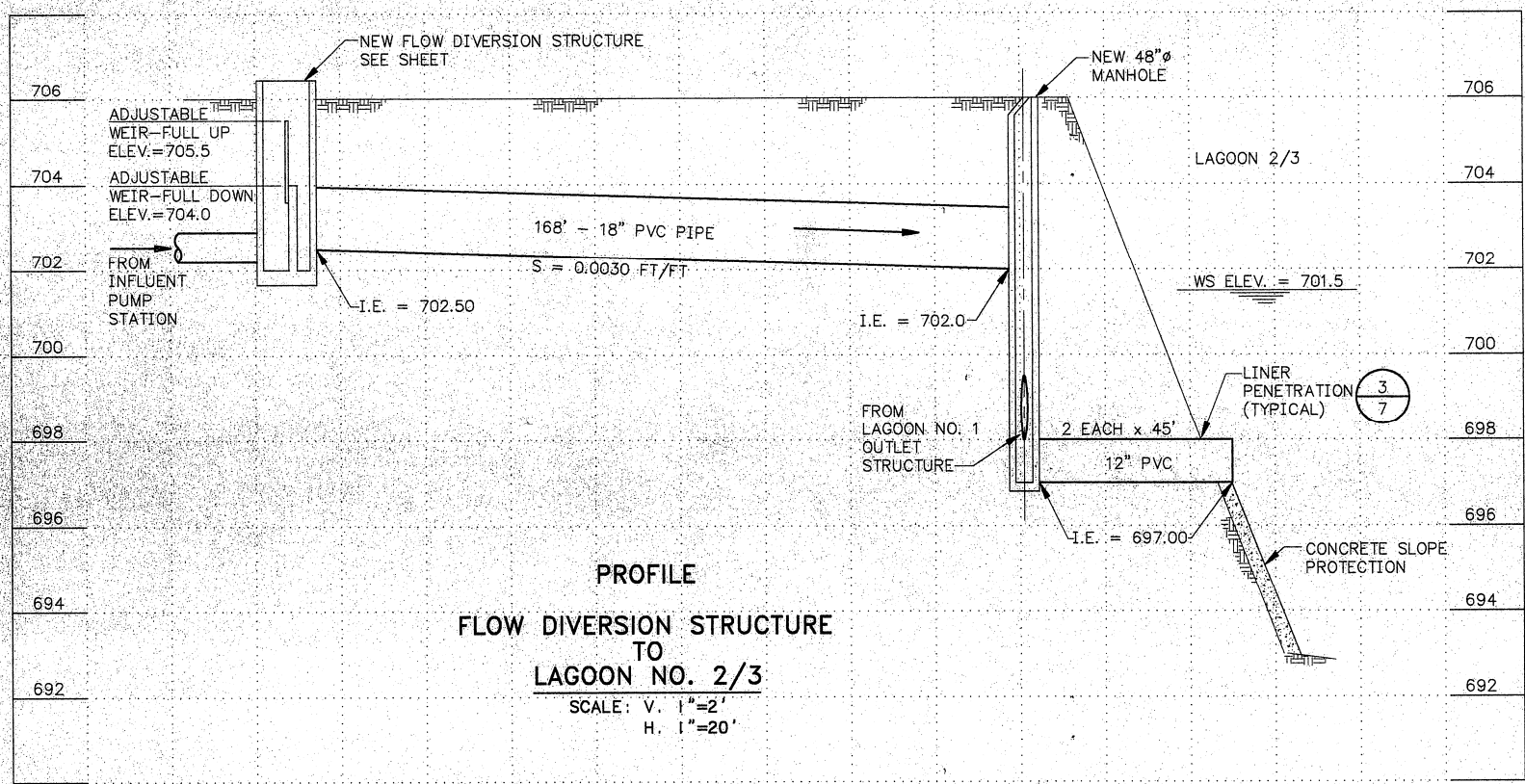




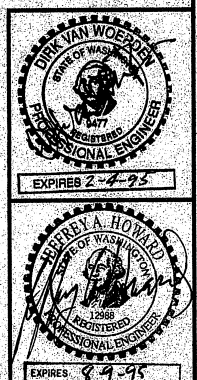
**PROFILE**  
**LAGOON NO. 1 OUTLET**  
**TO**  
**LAGOON NO. 2/3**  
 SCALE: V. 1"=2'  
 H. 1"=20'



**PROFILE**  
**LAGOON NO. 2/3 OUTLET**  
**TO**  
**EXISTING DISCHARGE PIPE**  
 SCALE: V. 1"=2'  
 H. 1"=20'



**PROFILE**  
**FLOW DIVERSION STRUCTURE**  
**TO**  
**LAGOON NO. 2/3**  
 SCALE: V. 1"=2'  
 H. 1"=20'



Designed	JH	Approved	
Drawn	MN	Scale	NOTED
Date		Date	OCT. 1994
Checked	CHK	Project No.	50517102.030

**Barrett Consulting Group**  
 10800 N.E. 8th Street, 7th Floor  
 Bellevue, WA 98004  
 206 455-9494 Fax: 206 453-8470  
 Civil / Environmental Engineers

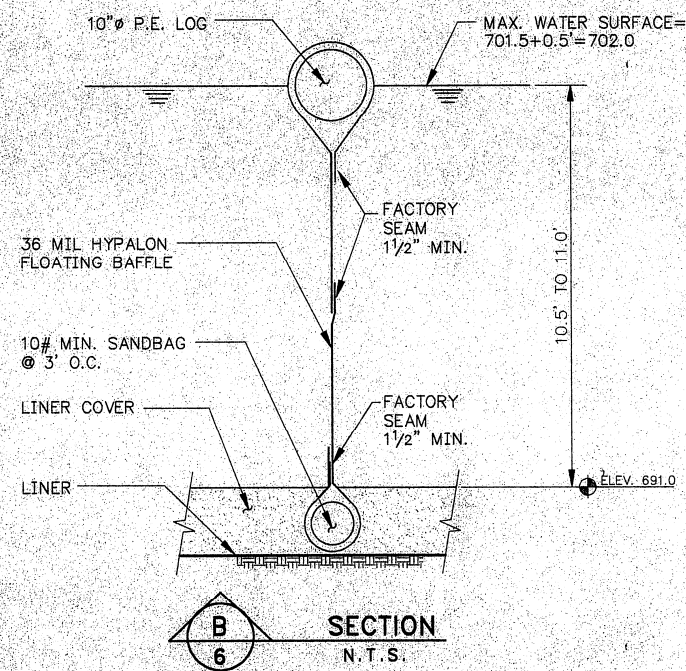
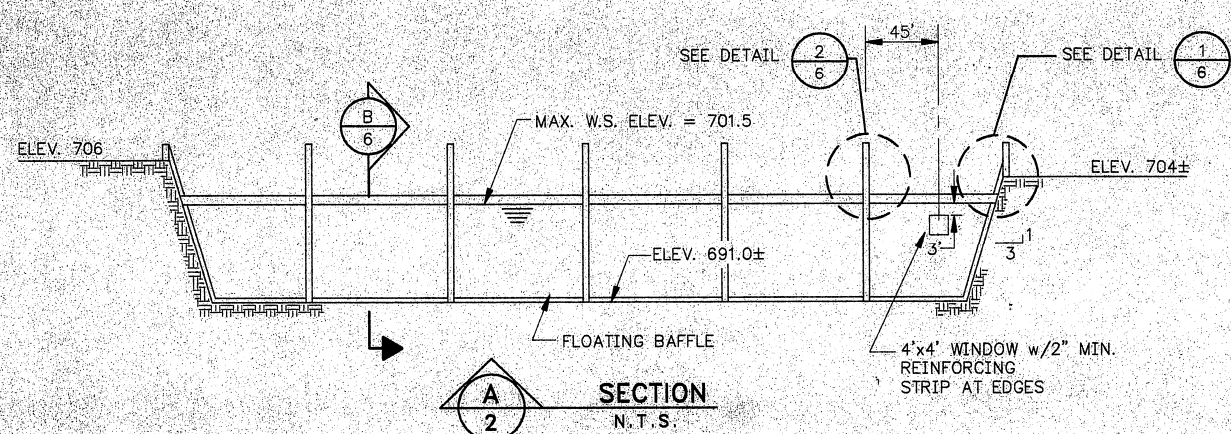
720 S. 333 St. Ste. 209  
 Federal Way, WA 98003  
 206 838-6202  
 Fax: 206 874-0577

1200 Dupont St., Ste. 2-B  
 Bellingham, WA 98225  
 206 734-3202  
 Fax: 206 734-0816

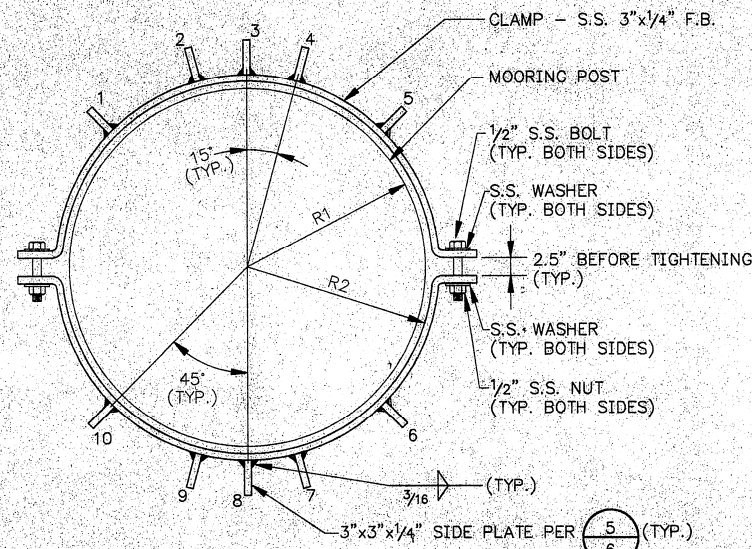
**PORT OF SUNNYSIDE**  
**INDUSTRIAL - WWTP EXPANSION PHASE II**  
**LAGOONS NO. 1 AND NO. 2/3 UPGRADES**



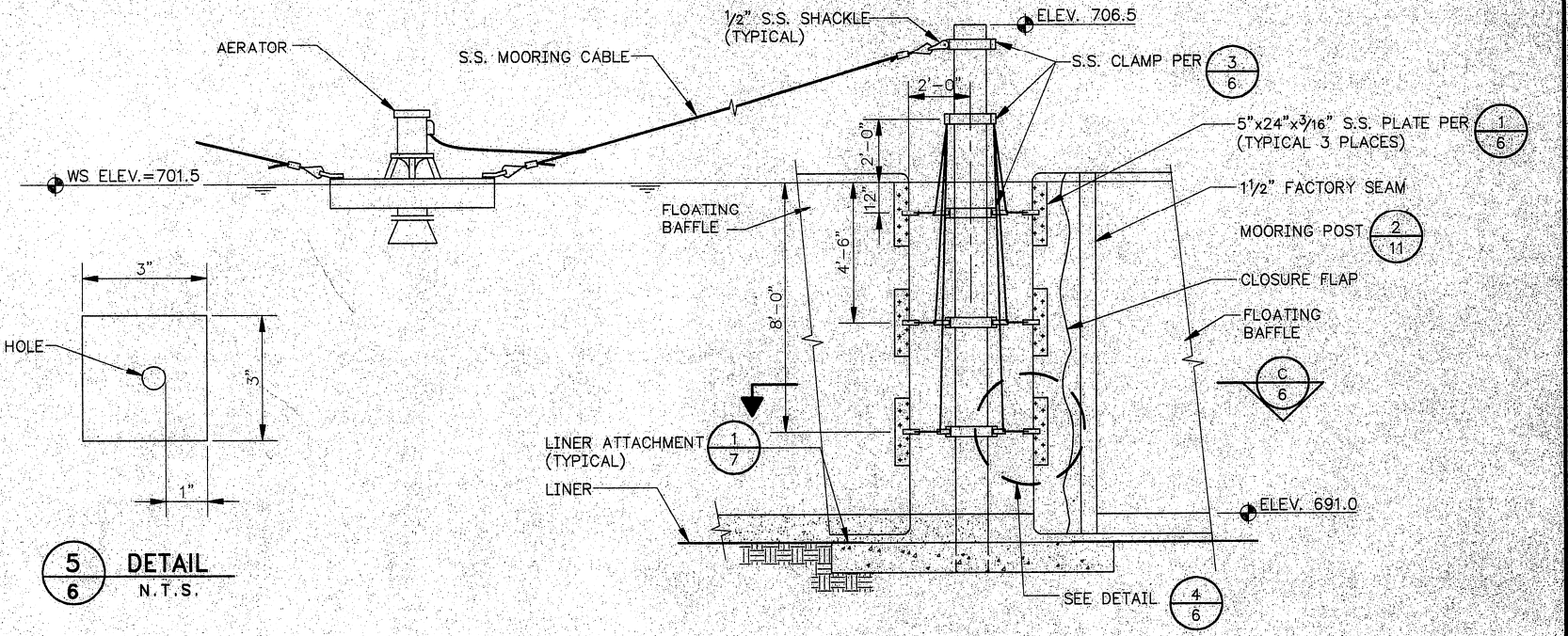
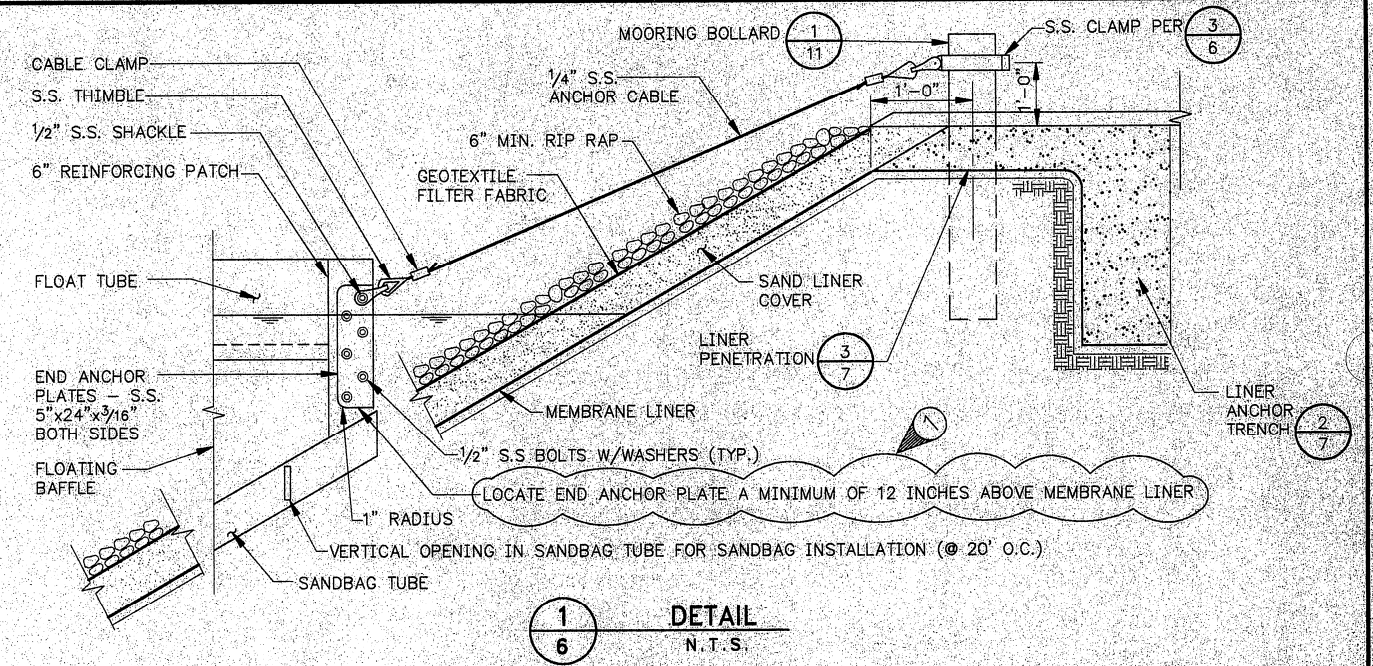




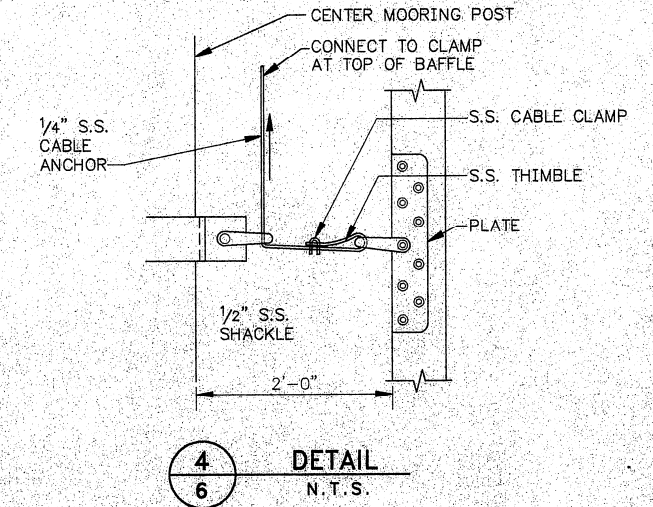
CLAMP SCHEDULE			
NO. OF CLAMPS	LAGOON NO	CLAMP LOCATION	SIDE PLATE LOCATION(S)
14	1	BERM MOORING BOLLARDS	3
13	2/3	BERM MOORING BOLLARDS (SIDES OF LAGOON)	1,5
2	2/3	BERM MOORING BOLLARDS (CORNERS OF LAGOON)	3
2	2/3	BERM MOORING BOLLARDS (ENDS OF LAGOON WITH CONNECTION TO FLOATING BAFFLE)	1,3
11	2/3	CENTER MOORING POST (TOP CLAMP)	1,5,6,10
11	2/3	CENTER MOORING POST (CLAMP LOCATED 2' ABOVE WATER SURFACE)	2,3,4,7,8,9
33	2/3	CENTER MOORING POST (OTHER CLAMPS)	3,8



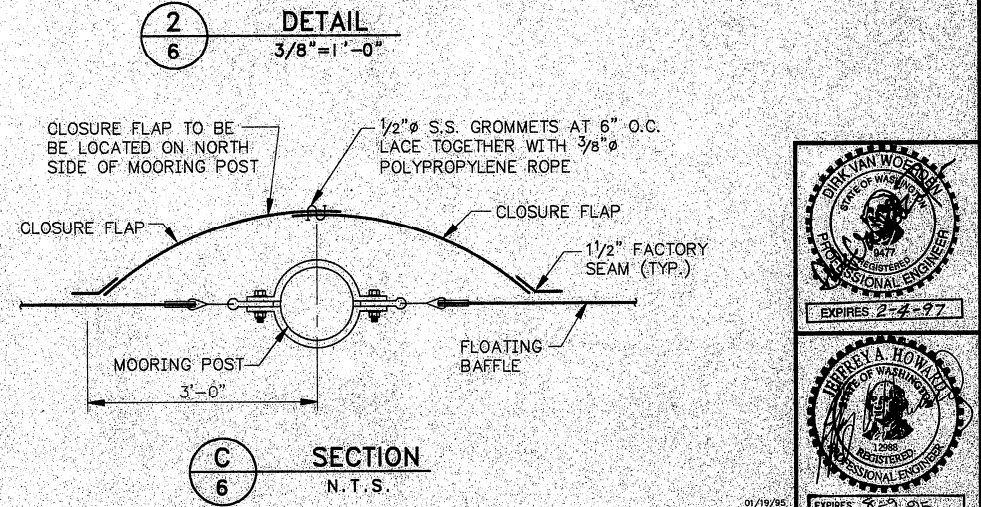
NOTE:  
1. R1 IS ACTUAL OUTSIDE RADIUS OF MOORING POST. R2 IS INSIDE RADIUS OF CLAMP. R2 SHALL BE 1/2" LARGER THAN R1.



5 DETAIL 6 N.T.S.



4 DETAIL 6 N.T.S.



2 DETAIL 6 3/8" = 1'-0"

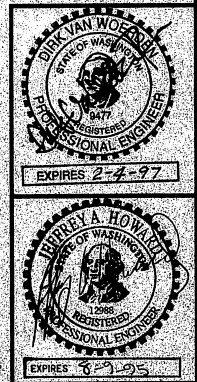
C SECTION 6 N.T.S.

01-20-95	1	ADDENDUM NO. 3	TC	Designed	JH	Approved	
Date	No.	Description	By	Drawn	BF	Scale	NOTED
		REVISION		Checked	CHK	Project No.	50517102.030

**Barrett Consulting Group**  
 10800 N.E. 8th Street, 7th Floor  
 Bellevue, WA 98004  
 206 455-9494 Fax: 206 453-9470  
 720 S. 333 St. Ste. 200  
 Federal Way, WA 98003  
 206 838-6002 Fax: 206 874-0577  
 1200 Dupont St., Ste. 2-B  
 Bellingham, WA 98225  
 206 734-3202 Fax: 206 734-0816  
 Civil / Environmental Engineers

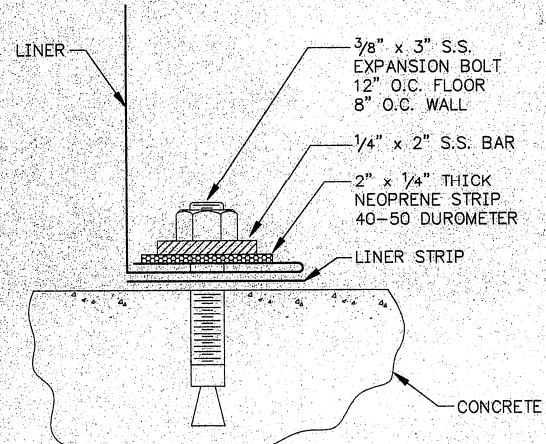
PORT OF SUNNYSIDE  
 INDUSTRIAL WWTP EXPANSION-PHASE II  
 LAGOONS NO. 1 AND NO. 2/3 IMPROVEMENTS

LAGOON LINER AND BAFFLE DETAILS  
 DWG 6  
 OF 13

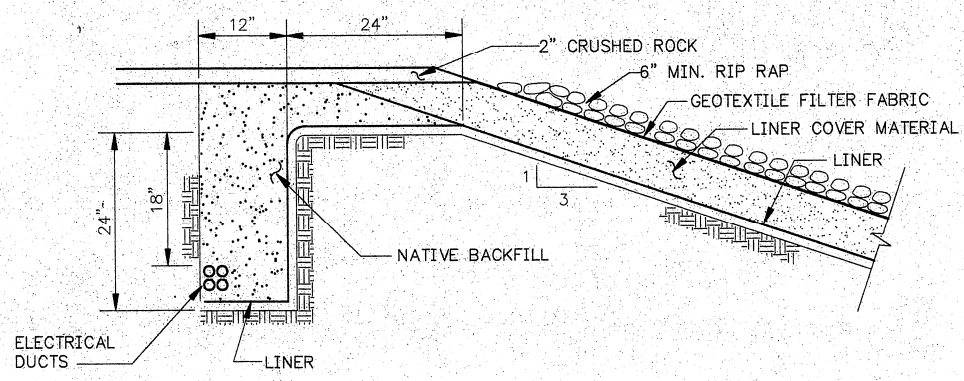




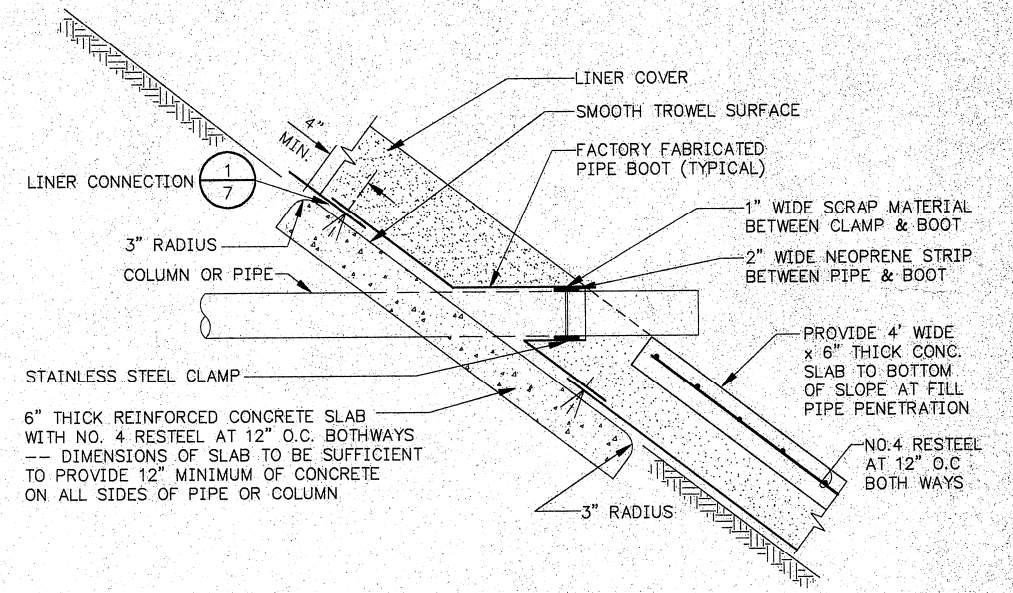




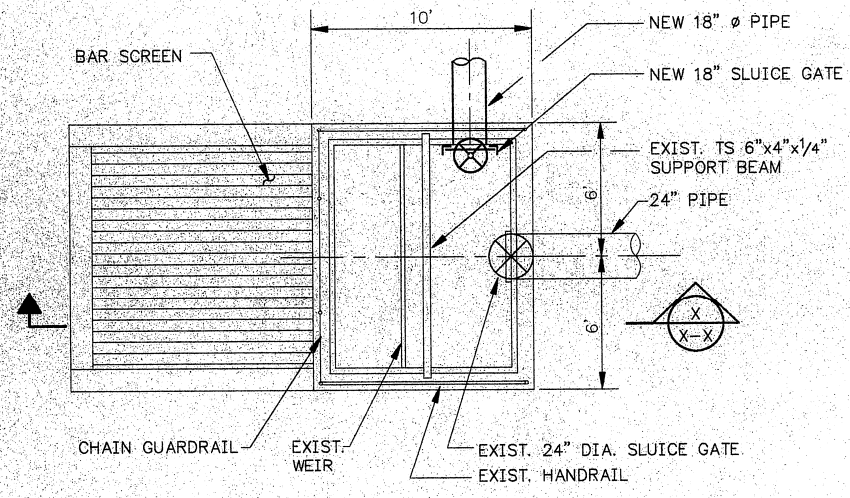
**1 LINER CONNECTION DETAIL**  
N.T.S.



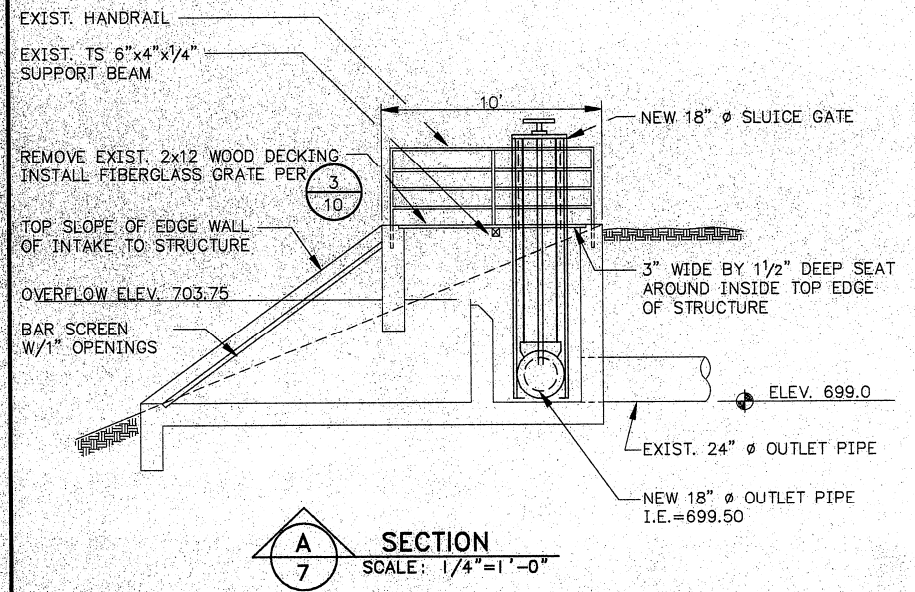
**2 STANDARD ANCHOR TRENCH**  
N.T.S.



**3 TYPICAL PIPE/COLUMN - LINER PENETRATION**  
N.T.S.



**4 REVISIONS TO EXISTING OUTLET STRUCTURE**  
SCALE: 1/4" = 1'-0"



**A SECTION**  
SCALE: 1/4" = 1'-0"



Date	No.	Description	By
		REVISION	

Designed: JH	Approved:
Drawn: BF	Scale: NOTED
Checked: CHK	Date: NOV. 1994
Project No. 50517102.030	

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PORT OF SUNNYSIDE  
 INDUSTRIAL - WWTP EXPANSION PHASE II  
 LAGOONS NO. 1 AND NO. 2/3 UPGRADES

LINER DETAILS

DWG 7  
 OF 13



# STRUCTURAL NOTES

## GENERAL:

ALL TYPICAL DETAILS AND NOTES SHOWN ON DRAWINGS SHALL APPLY, UNLESS NOTED OTHERWISE.

## BUILDING CODE:

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BUILDING CODE. THE PUBLICATIONS LISTED BELOW ARE THE GOVERNING CODES AND STANDARDS AND ARE REFERENCED BY THE BASIC DESIGNATION. IN THE CASE OF CONFLICTING REQUIREMENTS, THE BUILDING CODE SHALL GOVERN.

## APPLICABLE CODES AND STANDARDS:

BUILDING CODE: UNIFORM BUILDING CODE, 1994 EDITION  
 APWA: 1994 STANDARD SPECIFICATIONS FOR ROAD, BRIDGE & MUNICIPAL CONSTRUCTION

## SPECIAL INSPECTION:

PROVIDE SPECIAL INSPECTION AS REQUIRED, AND IN ACCORDANCE WITH UBC SECTION 1701.5.

## CONCRETE:

28-DAY CONCRETE STRENGTH ( $f_c$ ) SHALL BE 3,000 PSI, WITH 4 TO 6 PERCENT ENTRAINED AIR.  
 CONCRETE GROUT USED IN MASONRY LINTELS, BOND BEAMS AND CELLS SHALL HAVE A 28-DAY CONCRETE STRENGTH ( $f_c$ ) OF 2,500 PSI.

## REINFORCING STEEL:

ALL REINFORCING SHALL BE NEW BILLET STOCK ASTM A 615, GRADE 60, DEFORMED BARS.

REINFORCING BARS SHALL BE LAP SPLICED FOR TENSION (LSB) UNLESS OTHERWISE NOTED ON THE DRAWINGS. WELDING OR TACK WELDING OF REINFORCING BARS TO OTHER BARS OR TO PLATES, ANGLES, ETC., IS PROHIBITED, EXCEPT WHERE SPECIFICALLY APPROVED BY THE ENGINEER. WHERE WELDING IS APPROVED, IT SHALL BE DONE BY AWS-CERTIFIED WELDERS USING E9018 OR APPROVED ELECTRODES. WELDING PROCEDURES SHALL CONFORM TO THE REQUIREMENTS OF AWS-D1.4.

CHAIRS, BOLSTERS, BAR SUPPORTS AND SPACERS WHICH TOUCH FORMWORK SHALL BE PLASTIC COATED.

MINIMUM CAST-IN-PLACE CONCRETE COVER OVER REINFORCING STEEL, UNLESS OTHERWISE NOTED, SHALL BE AS FOLLOWS:

- CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3 INCHES
- CONCRETE EXPOSED TO EARTH OR WEATHER: 1-1/2 INCHES FOR #5 BAR OR SMALLER, 2 INCHES FOR #6 BAR OR LARGER
- CONCRETE EXPOSED TO LIQUIDS: 2 INCHES
- OTHER CONCRETE:  
 WALLS - INTERIOR FACE: 3/4 INCH  
 SLABS - 1 INCH  
 BEAMS - TIES, STIRRUPS: 1-1/2 INCHES

SPLICE LENGTHS AND HOOKS SHALL CONFORM TO THE BUILDING CODE.

## DRILLED-IN CONCRETE ANCHORS (DICA):

DRILLED-IN CONCRETE ANCHORS SHALL BE STAINLESS STEEL, ACCEPTABLE DRILLED-IN CONCRETE ANCHORS OF SIZE, NUMBER AND SPACING AS SHOWN ON THE DRAWINGS, SHALL BE AS FOLLOWS: HILTI "KWIK-BOLT" (ICBO #2156), "WEU-IT ANCHOR BOLT" (ICBO #821) OR "ITW RAMSET/RED HEAD TRUBOLT WEDGE ANCHORS" (ICBO #1372). MINIMUM EMBEDMENT DEPTH SHALL BE PER THE UNIFORM BUILDING CODE, 1994 EDITION, TABLE 19C, UNLESS OTHERWISE NOTED ON DRAWINGS. PROVIDE SPECIAL INSPECTION PER THE BUILDING CODE.

## NON-SHRINK GROUT:

GROUT SHALL BE AN APPROVED NON-SHRINK CEMENTITIOUS GROUT CONTAINING NATURAL AGGREGATES DELIVERED TO THE JOB SITE IN FACTORY PREPACKAGED CONTAINERS REQUIRING ONLY THE ADDITION OF WATER. THE MINIMUM 28-DAY COMPRESSIVE STRENGTH SHALL BE AT LEAST 1,000 PSI HIGHER THAN THE SUPPORTING CONCRETE STRENGTH, UNLESS OTHERWISE NOTED. APPROVED GROUTS INCLUDE: MASTER BUILDERS' MASTER FLOW 713, SIKKA CORPORATION'S "SIKAGROUT 212", BURKE COMPANY'S "NONFERROUS NONSHRINK GROUT", OR APPROVED EQUAL. GROUT SHALL BE MIXED, APPLIED, AND CURED STRICTLY IN ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS.

## STRUCTURAL DESIGN DATA:

SEISMIC ZONE	Zone 2B
LIVE LOADS:	
ELEVATED SLABS	100 PSF
WALKWAYS, STAIRS	100 PSF, UNLESS NOTED OTHERWISE
ROOF	25 PSF
WIND	70MPH, EXPOSURE C
SOIL LATERAL LOADS:	
GROUNDWATER LEVEL	EL 701.5 MAX ASSUMED IN DIKES
AT-REST LATERAL LOADS (RIGID STRUCTURES)	ABOVE GROUNDWATER LEVEL: 60 PCF EQUIV FLUID DENSITY BELOW GROUNDWATER LEVEL: 100 PCF EQUIV FLUID DENSITY
ACTIVE LATERAL LOADS (FLEXIBLE STRUCTURES)	ABOVE GROUNDWATER LEVEL: 40 PCF EQUIV FLUID DENSITY + 20% BELOW GROUNDWATER LEVEL: 70 PCF EQUIV FLUID DENSITY + 20%
ADDITIONAL LATERAL LOADS	300 PSF, WALLS WITH HIGH SURCHARGE LOAD ONLY

## FOUNDATIONS:

MAT FOUNDATIONS SHALL BEAR ON UNDISTURBED SOIL AND SHALL BE LOWERED TO FIRM BEARING IF SUITABLE SOIL IS NOT FOUND AT THE BOTTOM OF FOOTING ELEVATION.

DESIGN SOIL BEARING PRESSURE: 1,500 PSF, UNLESS NOTED OTHERWISE

## CONCRETE MASONRY UNITS (CMU)

CONCRETE BLOCK SHALL BE GRADE N, TYPE I. MINIMUM  $f_m=1500$  PSI. USE RUNNING BOND. REINFORCE PER DETAILS. MORTAR SHALL BE TYPE 'S'.

## TIMBER

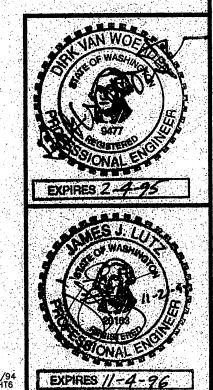
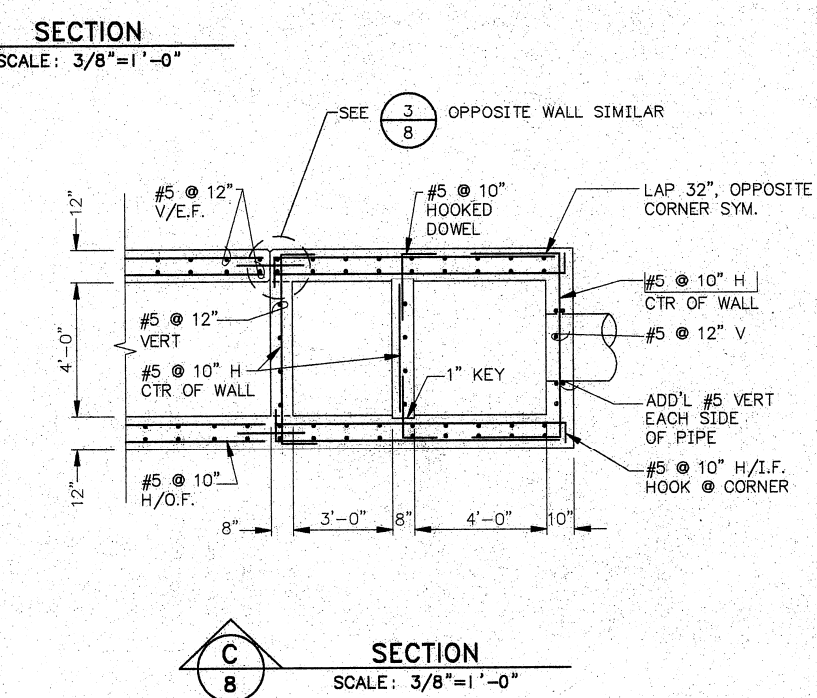
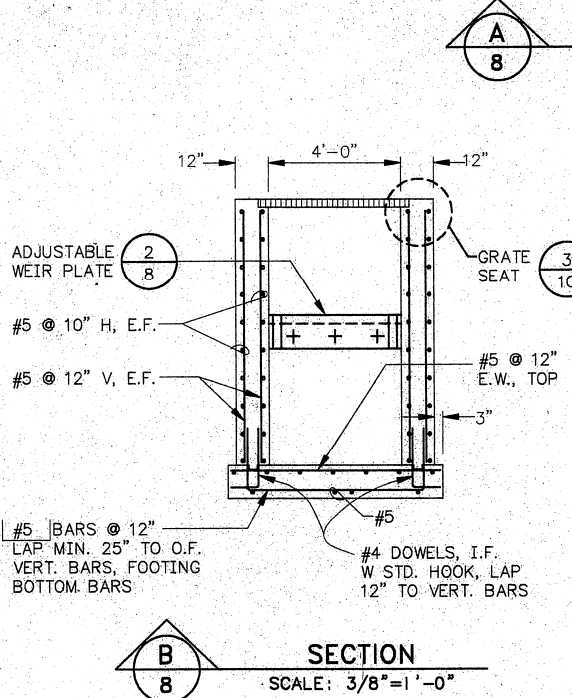
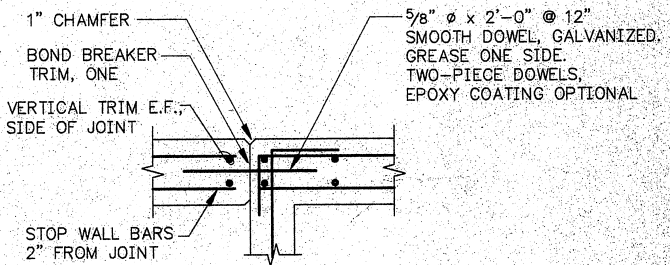
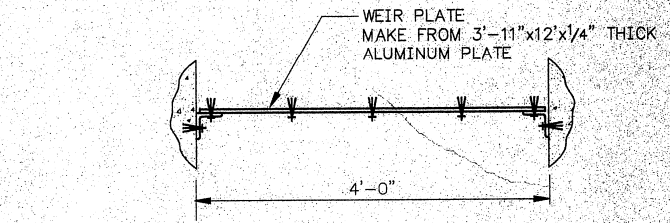
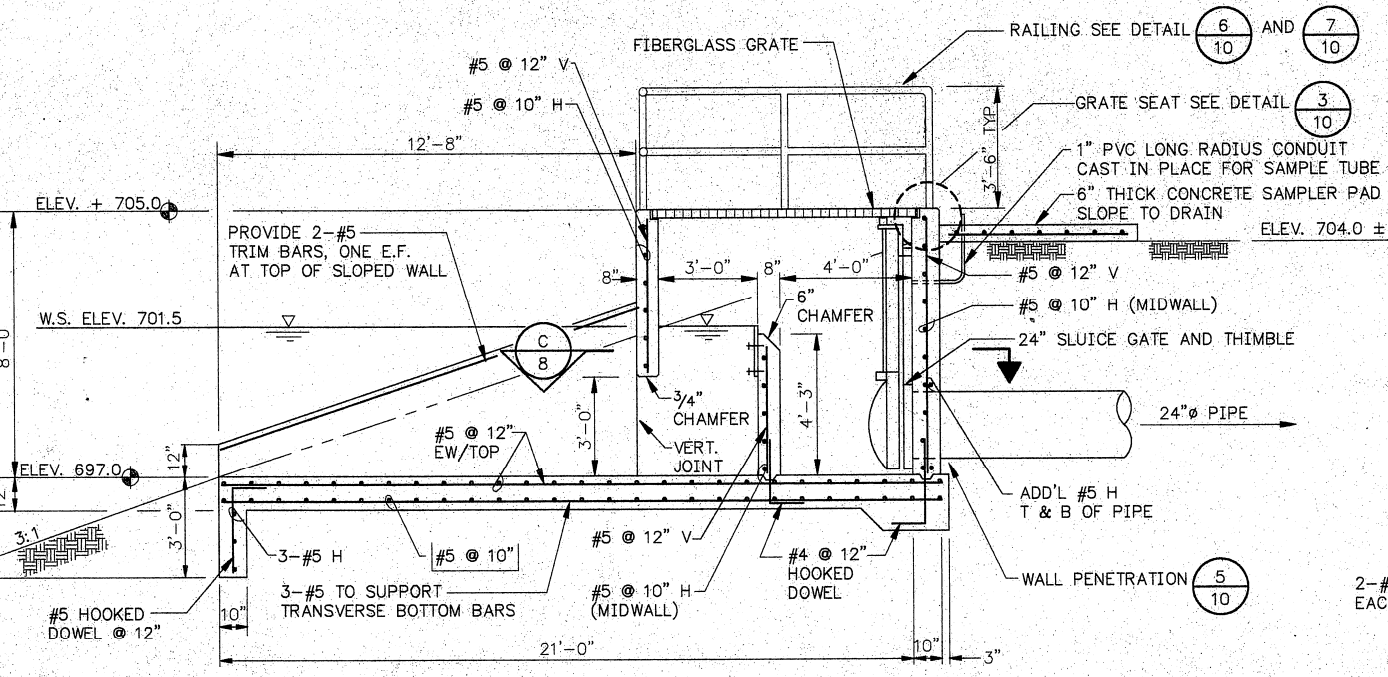
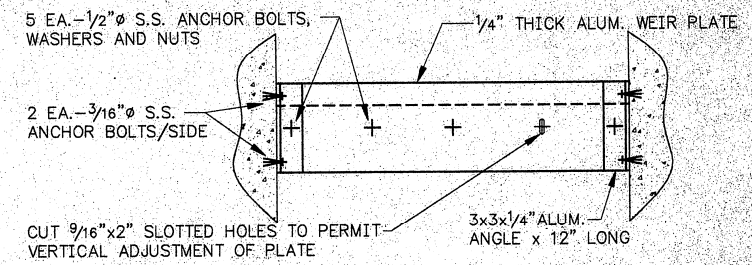
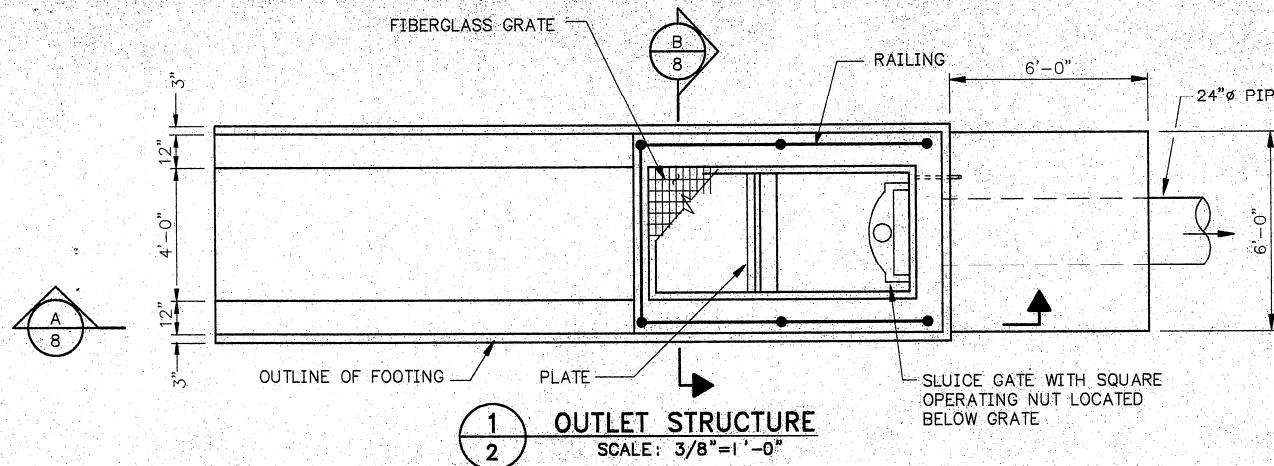
A. STRUCTURAL TIMBER AND LUMBER TO BE HEM-FIR OR DOUGLAS FIR NO. 1 OR BETTER.

## B. PLYWOOD

PLYWOOD ROOF AND WALL SHEATHING TO BE APA C-D EXPOSURE 1 PER UBC STANDARD NO. 25-9, UNLESS NOTED OTHERWISE. NAIL PER DETAILS AND UBC.

## C. PRESERVATIVE TREATMENT

ALL LUMBER THAT IS IN CONTACT WITH OR INSTALLED WITHIN 1" OF CONCRETE OR MASONRY OR EXPOSED TO WEATHER SHALL BE TREATED WITH A PRESERVATIVE OF PENTACHLOROPHENOL. LUMBER AND PLYWOOD SHALL BE TREATED IN ACCORDANCE WITH AWPA C-2 AND C-9 RESPECTIVELY. NET RETENTION FOR LUMBER AND PLYWOOD SHALL BE 0.50 POUNDS PER CUBIC FOOT FOR MATERIAL IN CONTACT WITH GROUND, CONCRETE OR MASONRY. NET RETENTION FOR LUMBER AND PLYWOOD THAT IS TO BE USED ABOVE GROUND SHALL BE 40 POUNDS PER CUBIC FOOT. WHERE POSSIBLE, PRECUT MATERIAL BEFORE TREATMENT. HANDLE TREATED LUMBER AND TREAT PENETRATION DAMAGE IN ACCORDANCE WITH AWPA M-4. FIELD CUTS AND HOLES SHALL BE TREATED IN ACCORDANCE WITH THE CURRENT AWPA M-4.



Designed	JH	Approved	
Drawn	BF	Scale	NOTED
Date		Date	OCT. 1994
Checked	CHK	Project No.	50517102.03D

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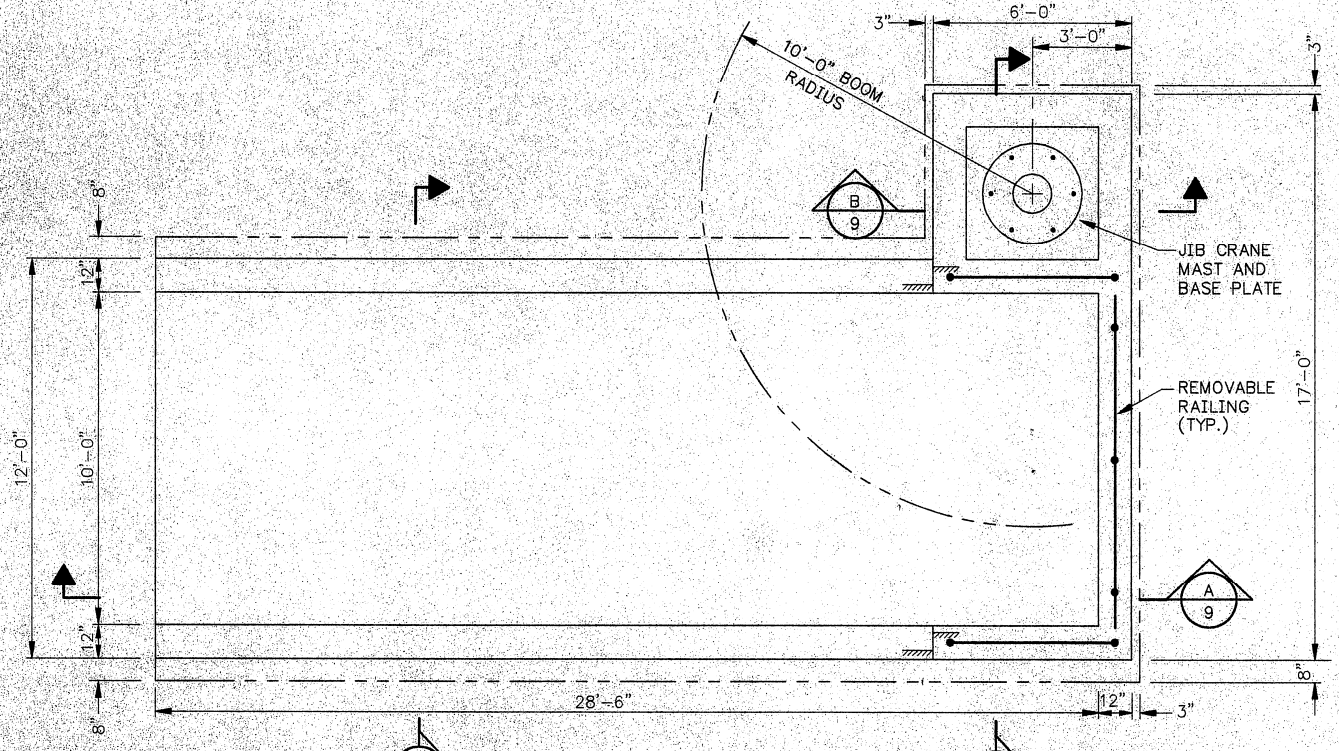
730 S. 333 St. Ste 200  
 Bellingham, WA 98025  
 206 838-6202  
 Fax: 206 874-0577

1200 Dupont St. Ste. 2-B  
 Bellingham, WA 98225  
 206 734-3202  
 Fax: 206 734-0816

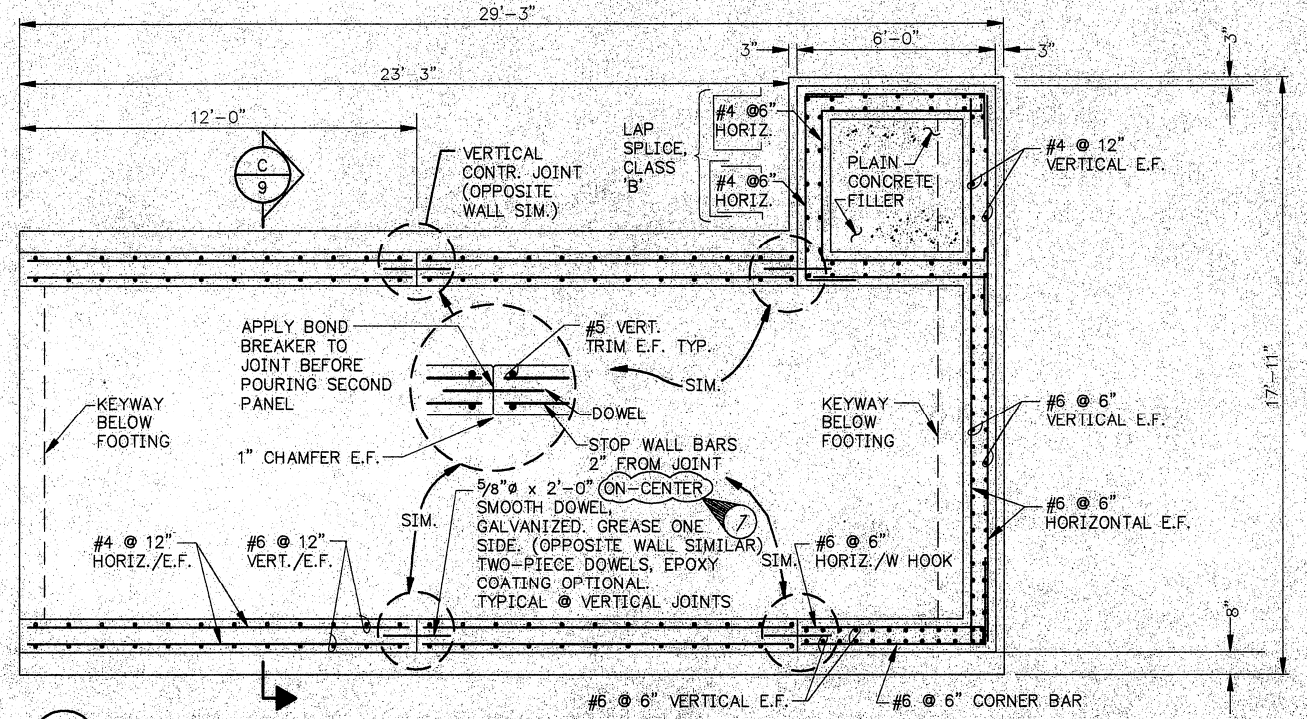
PORT OF SUNNYSIDE  
 INDUSTRIAL - WWTP EXPANSION PHASE II  
 LAGOONS NO. 1 AND NO. 2/3 UPGRADES



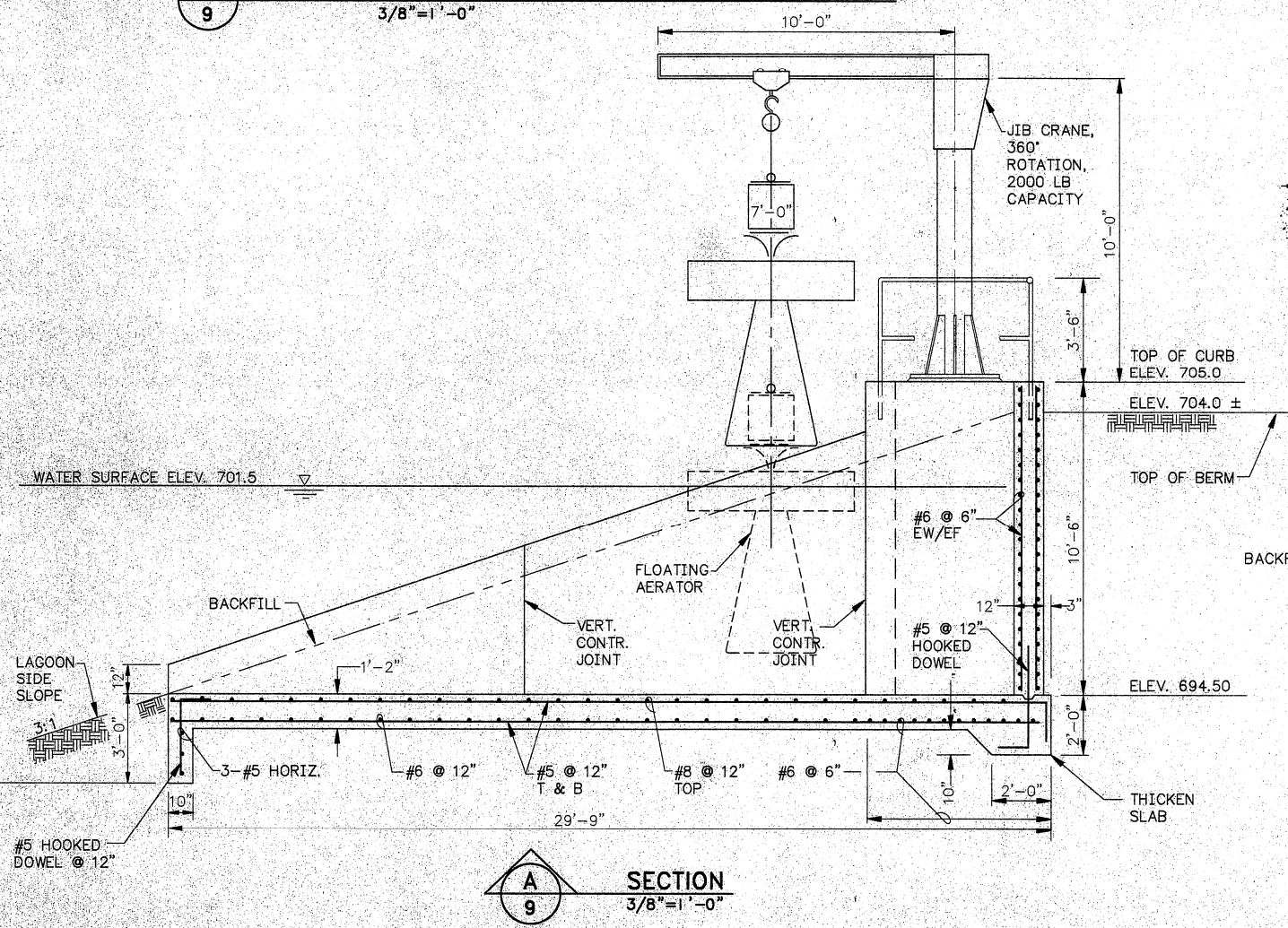




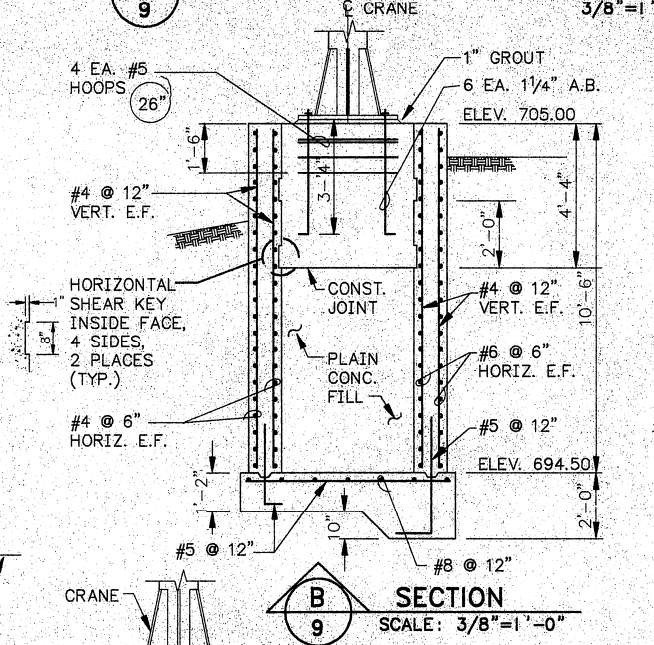
**1 AERATOR REMOVAL STRUCTURE PLAN-ELEV. 705.00**  
 3/8"=1'-0"



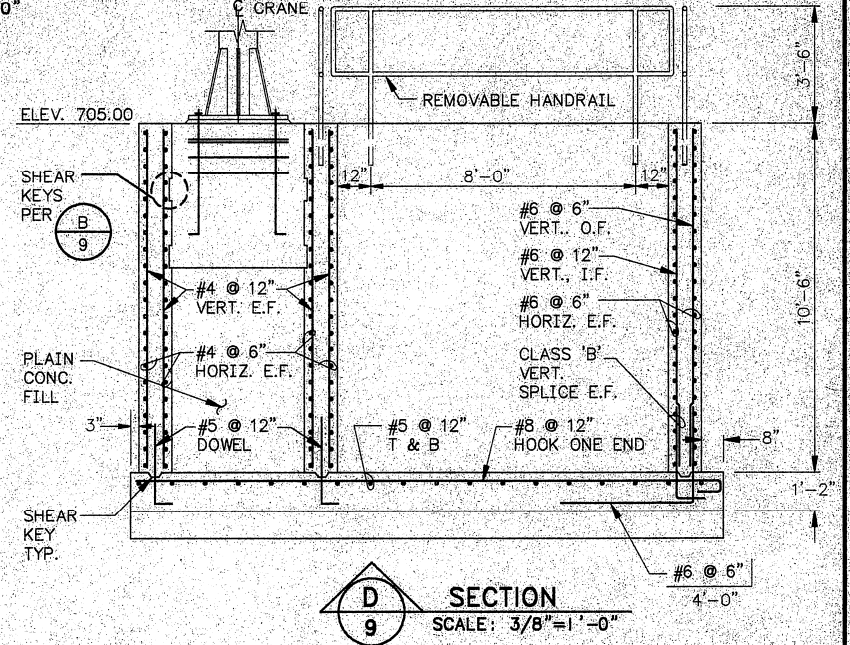
**2 AERATOR REMOVAL STRUCTURE FOUNDATION PLAN-ELEV. 694.50**  
 3/8"=1'-0"



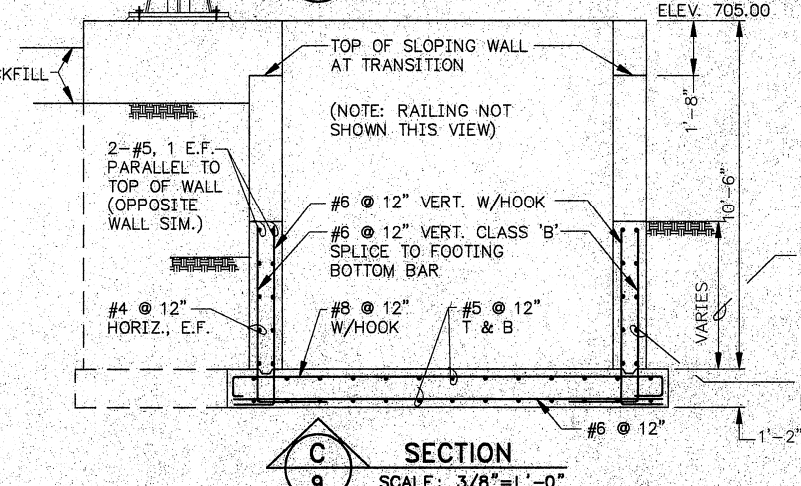
**A SECTION**  
 3/8"=1'-0"



**B SECTION**  
 SCALE: 3/8"=1'-0"



**D SECTION**  
 SCALE: 3/8"=1'-0"



**C SECTION**  
 SCALE: 3/8"=1'-0"

NOTE:  
 STRAIGHT VERTICAL BARS MAY BE SPLICED  
 TO HOOKED FOOTING DOWELS, CLASS 'B' SPLICE,  
 TO PROVIDE EQUIVALENCE TO DETAIL SHOWN.



01-20-95	1	ADDENDUM NO. 2	TC	Designed	JL	Approved	
Date	No.	Description	By	Drawn	BF	Scale	NOTED
				Checked	JH	Date	OCT. 1994
REVISION				Checked	JH	Project No.	50517102.030

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 10800 NE 8th Street, 7th Floor  
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720 S. 333 St. Ste. 200  
 Federal Way, WA 98003  
 206 838-6202 Fax: 206 874-0577

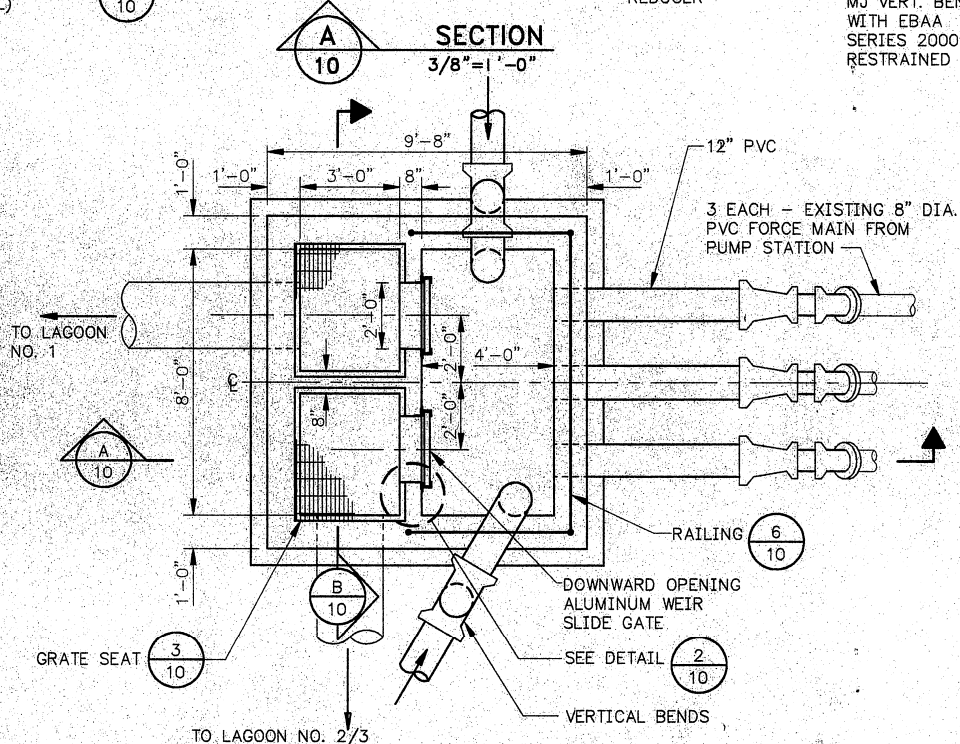
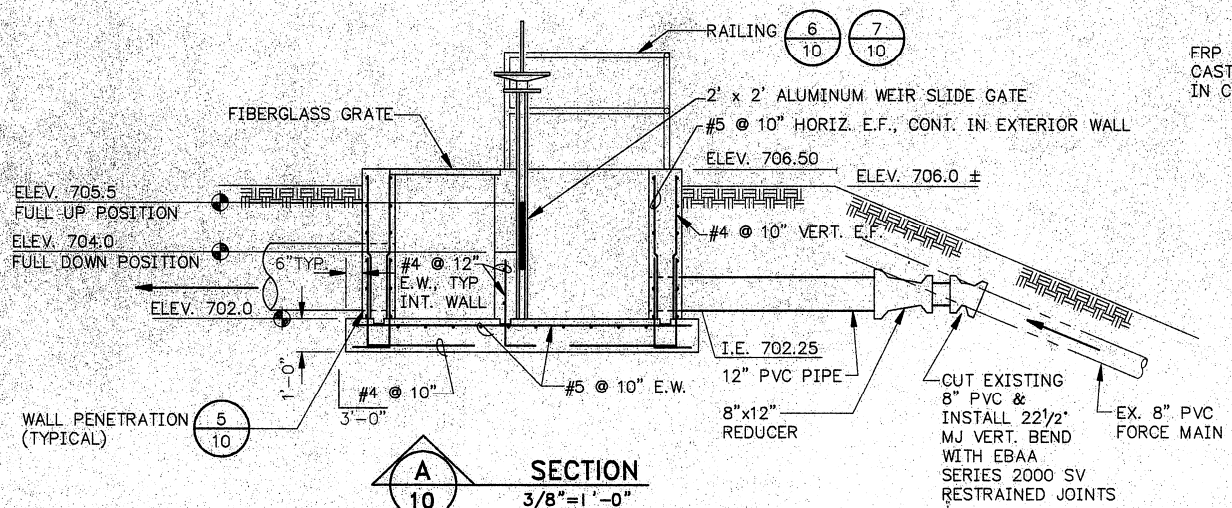
1200 Dupont St. Ste. 2-B  
 Bellingham, WA 98225  
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PORT OF SUNNYSIDE  
 INDUSTRIAL - WWTP EXPANSION PHASE II  
 LAGOONS NO. 1 AND NO. 2/3 UPGRADES

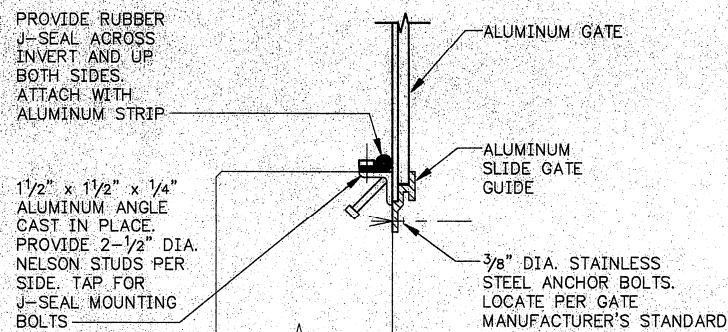
AERATOR REMOVAL STRUCTURE



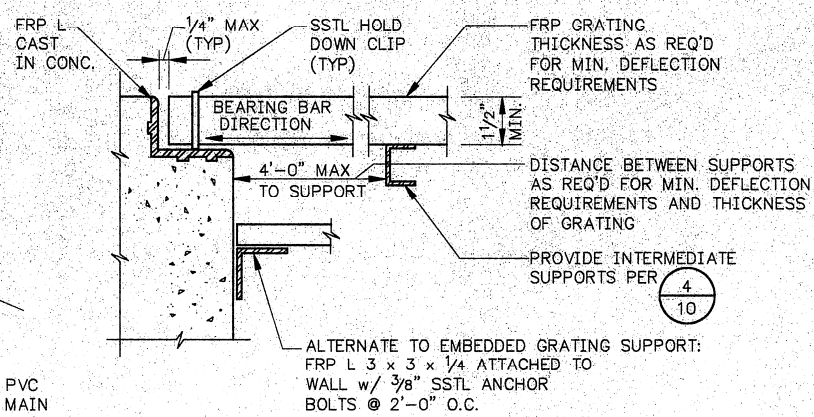




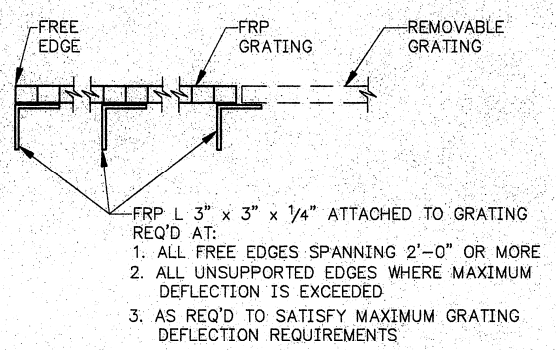
**1 FLOW DIVERSION STRUCTURE**  
3/8"=1'-0"



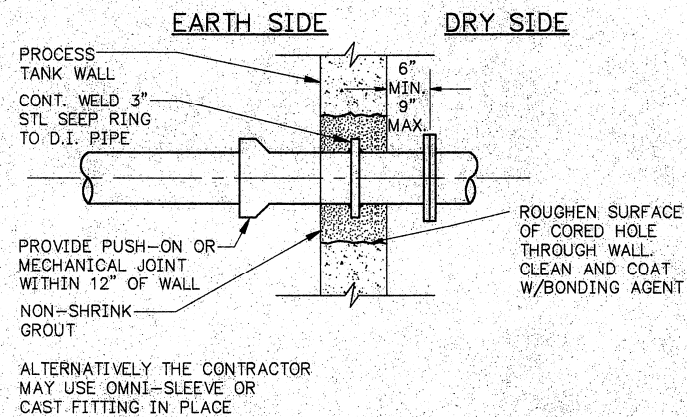
**2 SLIDE GATE MOUNTING DETAIL**  
3"=1'-0"



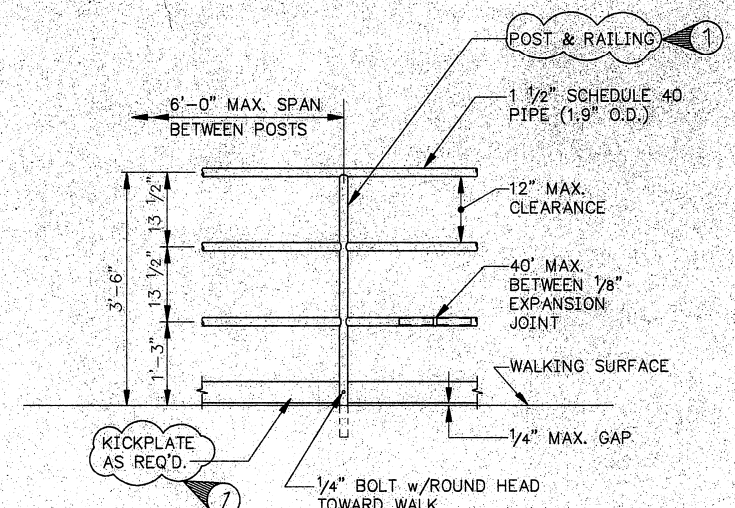
**3 CONTINUOUS FRP GRATING SUPPORT AT CONCRETE**  
N.T.S.



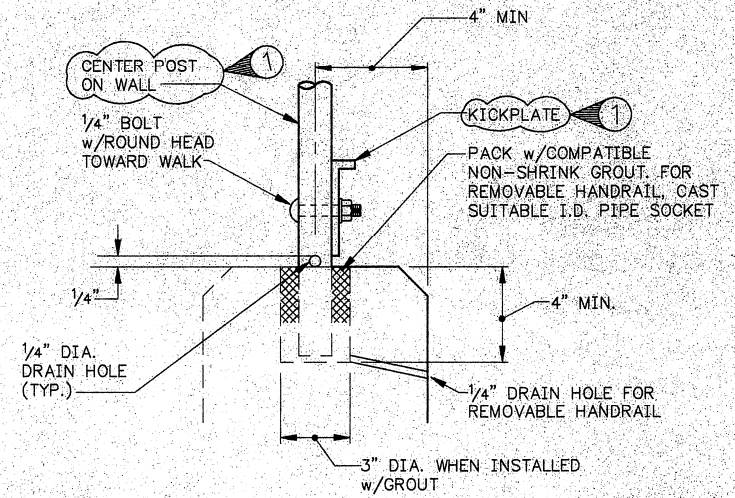
**4 INTERMEDIATE GRATING SUPPORT**  
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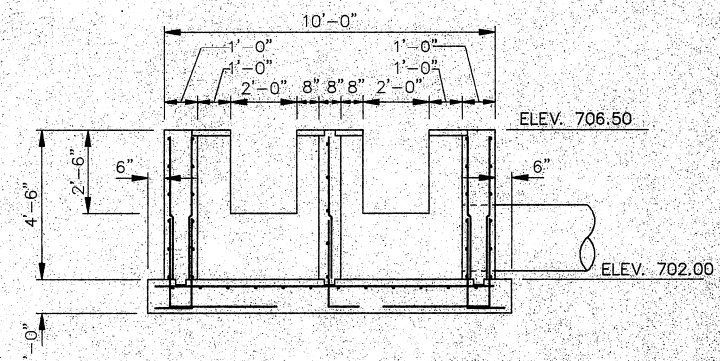
**5 WALL PENETRATION**  
N.T.S.



**6 SUPPORT AT CONCRETE**  
STD. 12" CLEARANCE N.T.S.

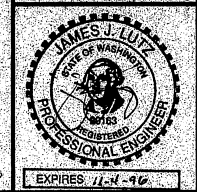


**7 HANDRAIL MOUNTING DETAIL**  
N.T.S.



**B SECTION**  
3/8"=1'-0"

(GRATING, GATES & HANDRAIL NOT SHOWN. SEE A/10 FOR REINF.)



01-20-95	1	ADDENDUM NO. 3	JH	TC
Date	No.	Description	Drawn	By
		REVISION	Checked	Project No.
			CHK	50517102.030

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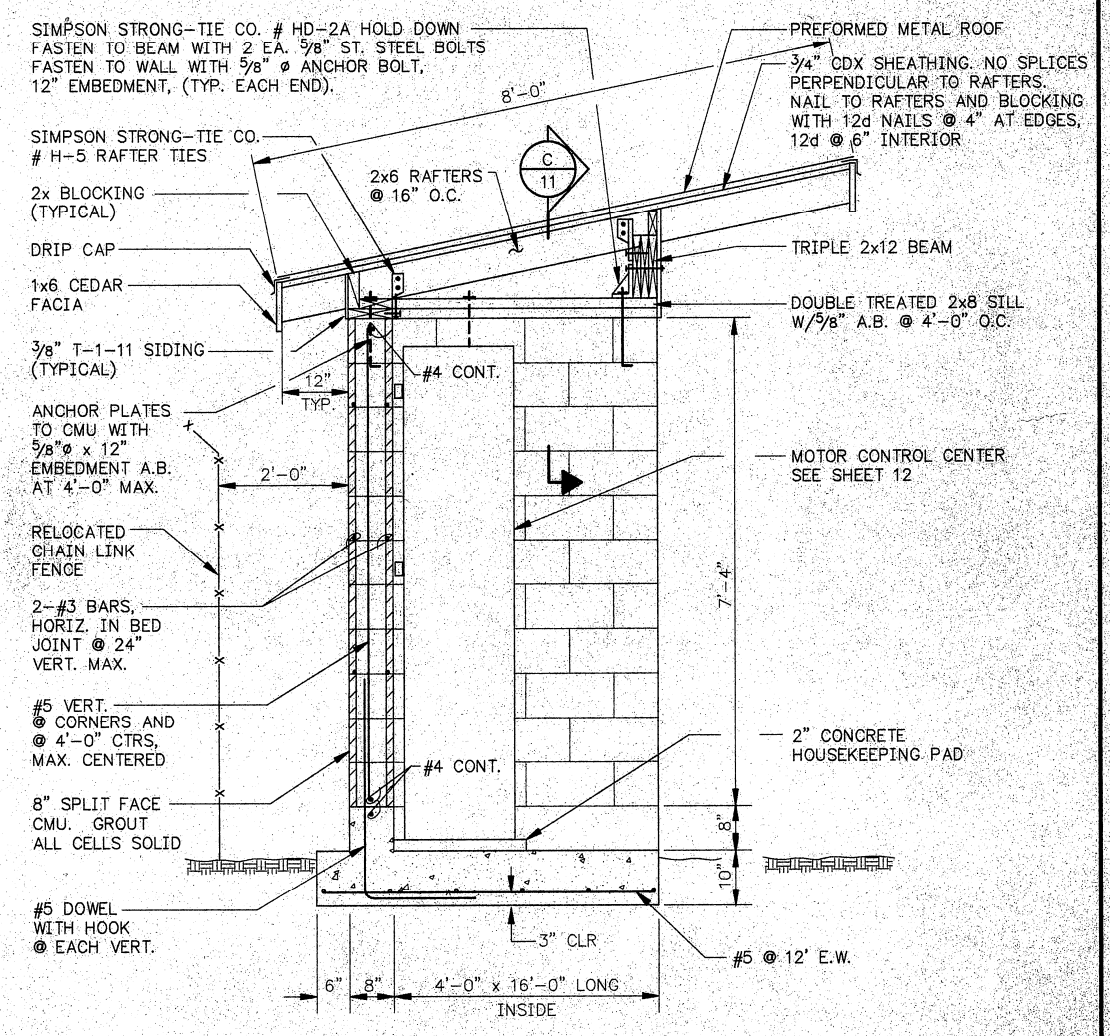
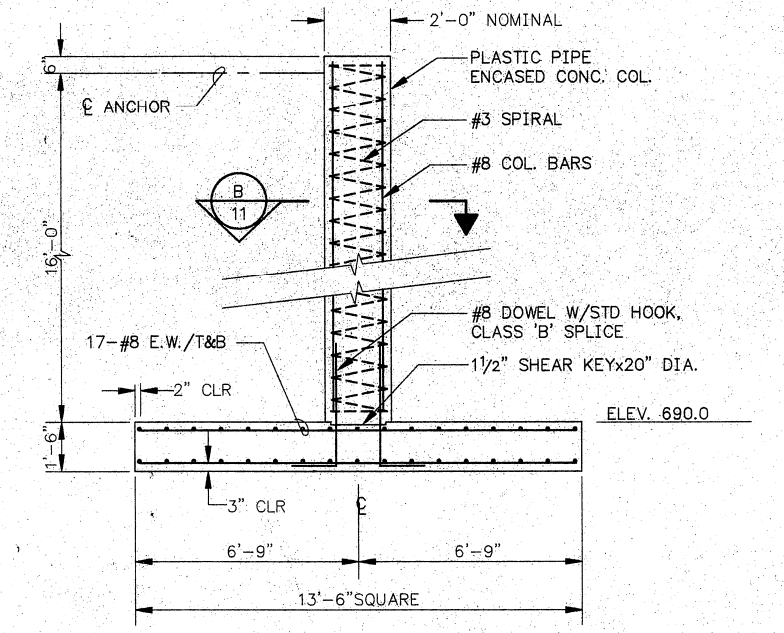
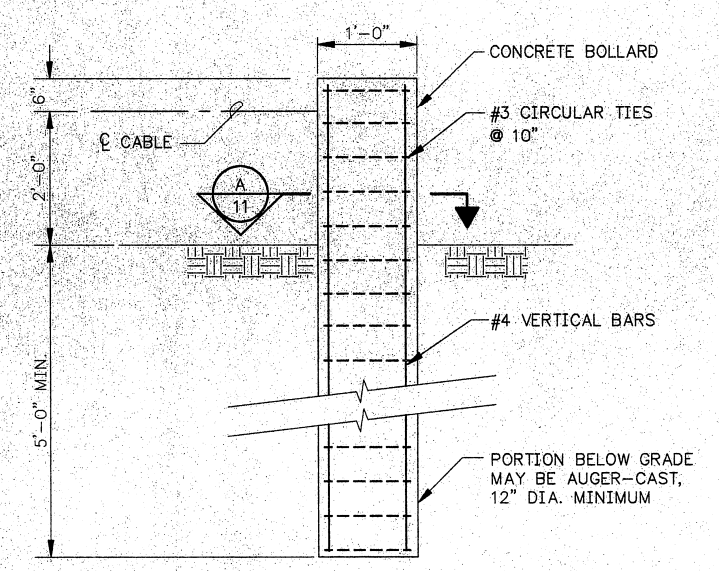
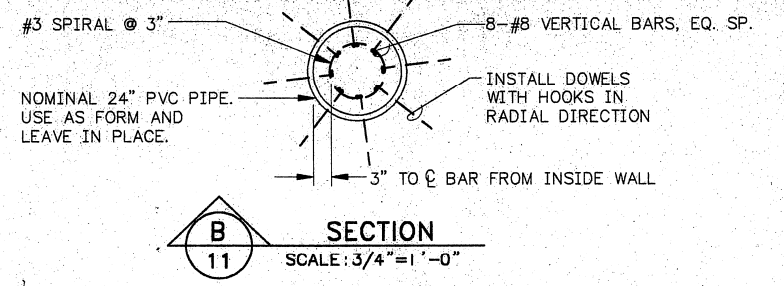
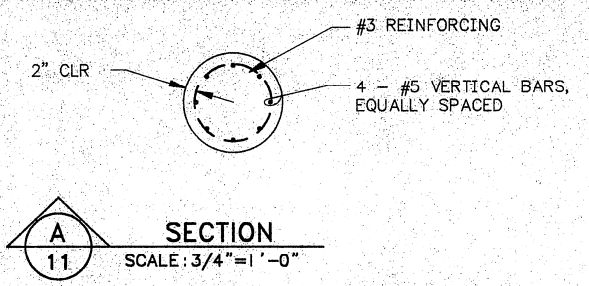
1200 Dupont St., Ste. 2-8  
Bellingham, WA 98225  
206 734-3202  
Fax: 206 734-0816

PORT OF SUNNYSIDE  
INDUSTRIAL - WWTP EXPANSION PHASE II  
LAGOONS NO. 1 AND NO. 2/3 UPGRADES

FLOW CONTROL STRUCTURE  
AND  
STRUCTURAL DETAILS  
DWG 10  
OF 13



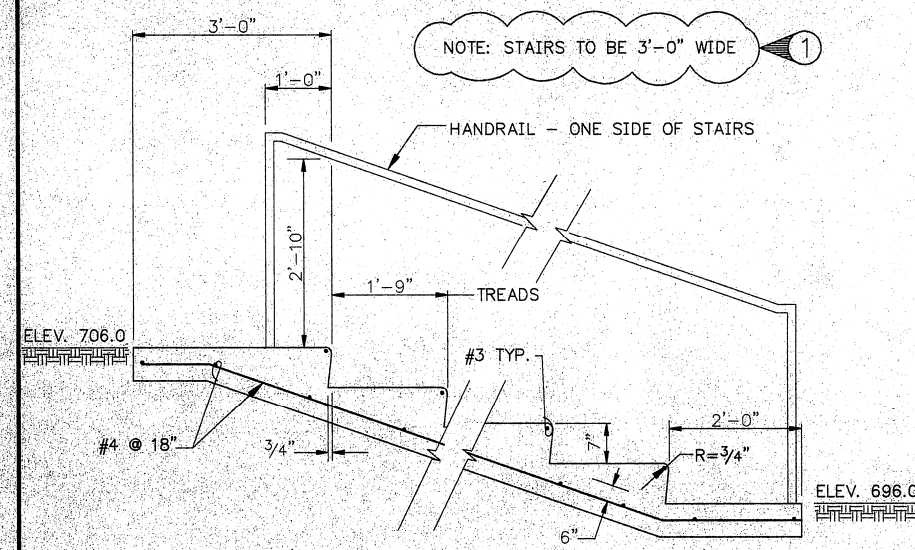




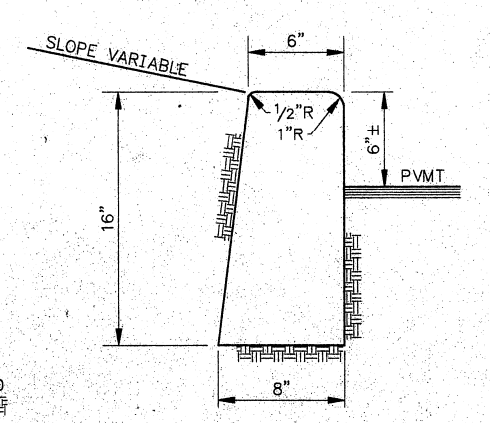
**1 MOORING BOLLARD**  
N.T.S.

**2 MOORING POST**  
SCALE: 3/8"=1'-0"

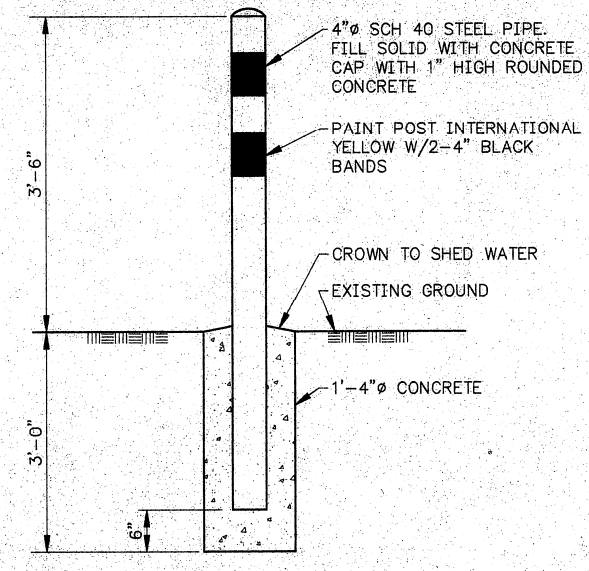
**3 MOTOR CONTROL CENTER SHELTER**  
SCALE: 3/4"=1'-0"



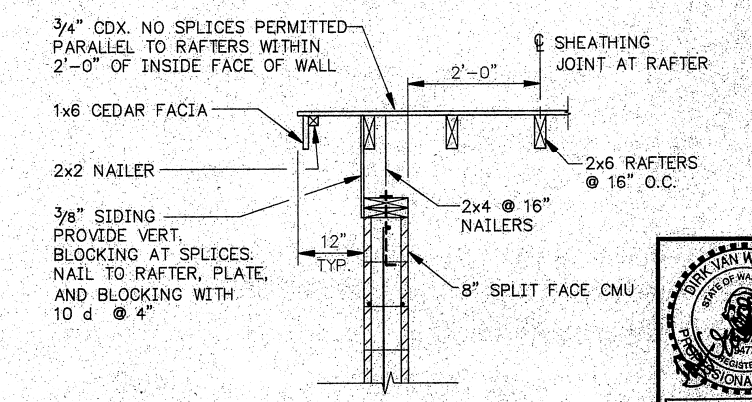
**4 CONCRETE STAIRS**  
3/4"=1'-0"



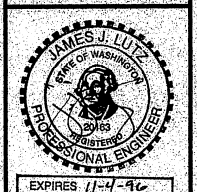
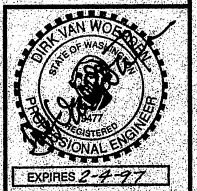
**5 CEMENT CONCRETE CURB**  
N.T.S.



**6 GUARD POST DETAIL**  
N.T.S.



**C SECTION AT RAKE**  
SCALE: 3/4"=1'-0"



Date	No.	Description	By	Checked	Project No.
01-20-95	1	ADDENDUM NO. 2	JH	BF	50517102.030
	2		CHK		

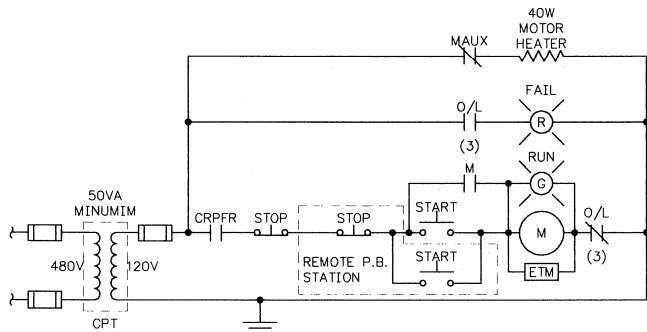
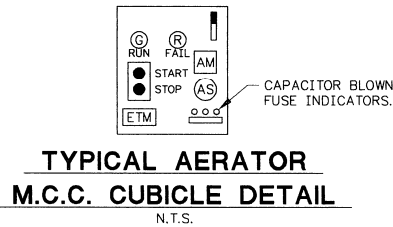
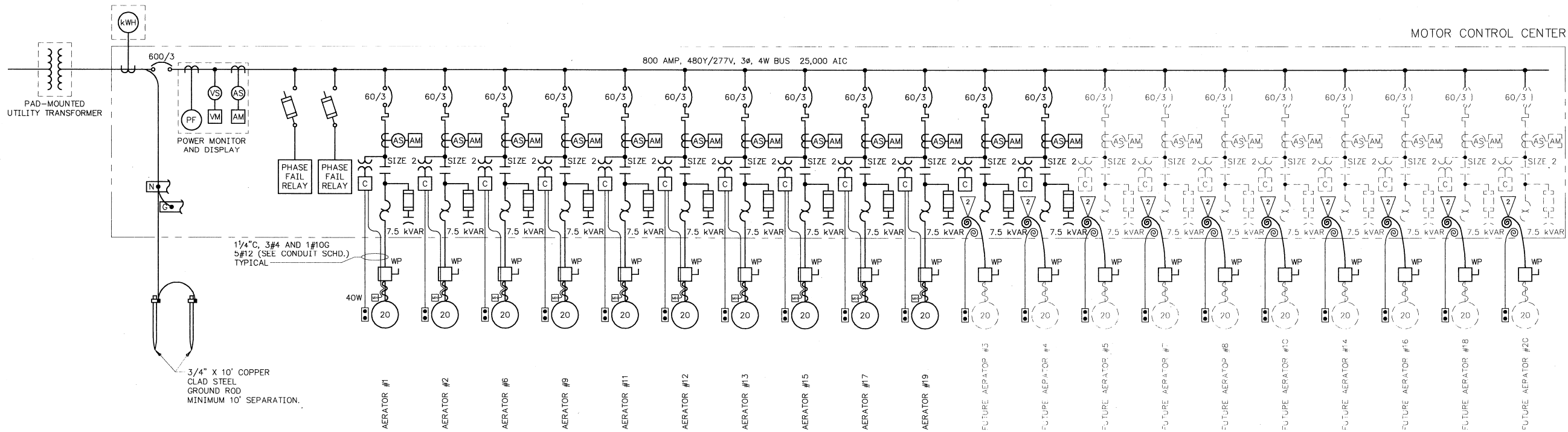
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10800 N.E. 8th Street, 7th Floor  
Bellevue, WA 98004  
206 455-9494 Fax: 206 453-9470  
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720 S. 333 St. Ste. 200  
Federal Way, WA 98003  
206 836-6002 Fax: 206 874-0577

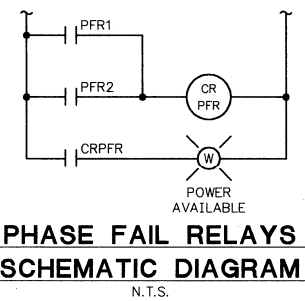
1200 Dupont St. Ste. 2-B  
Bellingham, WA 98225  
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PORT OF SUNNYSIDE  
INDUSTRIAL - WWTP EXPANSION PHASE II  
LAGOONS NO. 1 AND NO. 2/3 UPGRADES





**AERATOR MOTOR CONTROL SCHEMATIC (TYPICAL)**  
N.T.S.



**PHASE FAIL RELAYS SCHEMATIC DIAGRAM**  
N.T.S.

**NOTES:**

- 1 SUGGESTED ARRANGEMENT BASED ON ALLEN-BRADLEY EQUIPMENT. OTHER MANUFACTURERS EQUIPMENT SHALL FIT IN THE SPACE SHOWN ON THE DRAWINGS.
- 2 COIL CONTROL AND POWER WIRING IN CUBICLE FOR FUTURE CONNECTION. HEAT SHRINK CAP.
- 3 MAIN BREAKER, CT COMPARTMENT AND ENCLOSURE SHALL BE LISTED BY U.L. AS "SUITABLE FOR USE AS SERVICE EQUIPMENT."

**LOAD CALCULATIONS FUTURE**

(1) 20HP MOTOR AT 125%	- 28 kVA
(19) 20HP MOTORS AT 100%	- 426 kVA
MISC. LOADS	- 3 kVA
	457 kVA
	OR 551 AMPS AT 480VOLTS, 3Ø

**LOAD CALCULATIONS INITIAL**

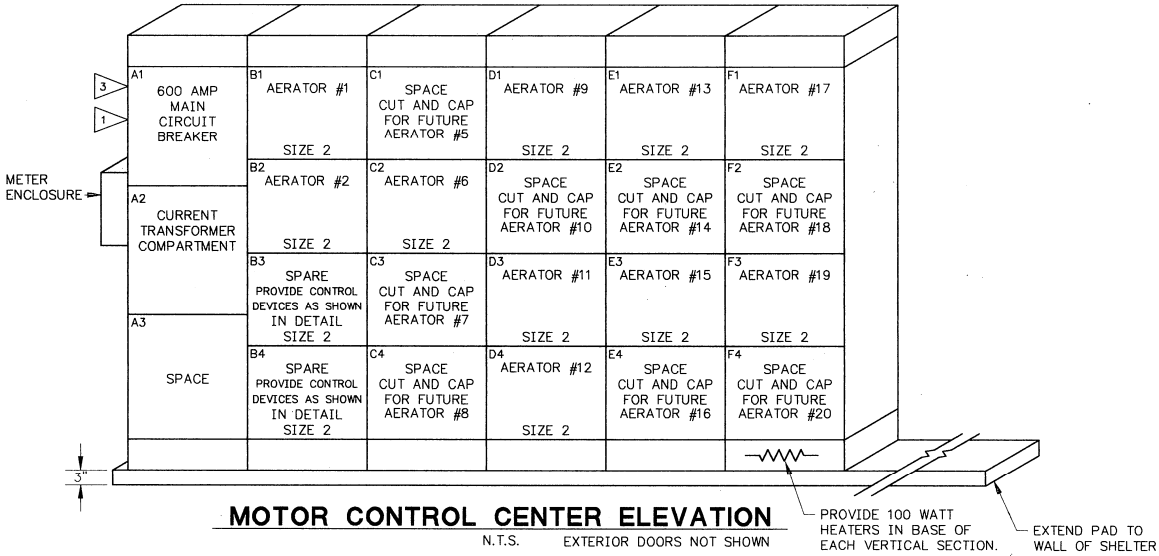
(1) 20HP MOTOR AT 125%	- 28 kVA
(9) 20HP MOTORS AT 100%	- 202 kVA
MISC. LOADS	- 2 kVA
	232 kVA
	OR 279 AMPS AT 480VOLTS, 3Ø

**SYMBOL LEGEND**

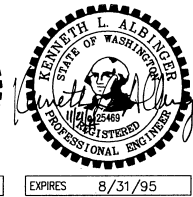
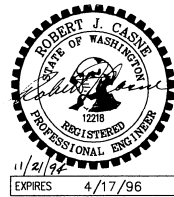
	MOTOR STARTER, SIZE 2 SHOWN
	FUSED SWITCH
	THERMOSTAT
	CIRCUIT BREAKER, 60 AMP, 3 POLE SHOWN
	CONDUIT UNDERGROUND PVC SCHEDULE 40 WITH GRS ELBOWS UNLESS NOTED OTHERWISE.
	MOTOR, 460 VOLT, 3Ø, 20HP SHOWN.
	PUSHBUTTON STATION
	JUNCTION BOX
	HANDHOLE
	TRANSFORMER
	CONDUIT DESIGNATION
	CAPACITOR, POWER FACTOR CORRECTION TYPE 7.5kVAR SHOWN
	HEATER, RESISTANCE
	AMMETER SWITCH
	VOLTMETER SWITCH
	MOTOR HEATER
	AMMETER
	VOLTMETER
	CONTROLS
	ELAPSED TIME METER
	POWER FACTOR METER
	NEUTRAL BUSS
	GROUND BUSS
	DISCONNECT SWITCH, NON-FUSED NEMA 4X - 60 AMP

**ABBREVIATIONS**

C	- CONDUIT
CPT	- CONTROL POWER TRANSFORMER
G, GND	- GROUND
GRS	- RIGID GALVANIZED STEEL
HH	- HANDHOLE
MCC	- MOTOR CONTROL CENTER
NTS	- NOT TO SCALE
P.B.	- PUSHBUTTON
PFR	- PHASE FAIL RELAY
XFMR	- TRANSFORMER



**MOTOR CONTROL CENTER ELEVATION**  
N.T.S. EXTERIOR DOORS NOT SHOWN



11/23/94 14:04:19 casburn G:\DWG\94\94128\94128E01

Date	No.	Description	By
		REVISION	

Designed BJB	Approved
Drawn TEO	Scale NONE
Checked KLA	Date 11/18/94
Project No. 94128	

**Barrett Consulting Group**  
10800 N.E. 8th Street, 7th Floor  
Bellevue, WA 98004  
206 465 9494 Fax: 206 463-9470  
Civil / Environmental Engineers

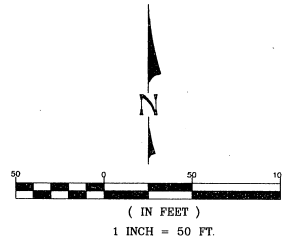
**CASNE ENGINEERING, INC.**  
PO BOX 7207 BELLEVUE WA 98008 (206) 454-3555

PORT OF SUNNYSIDE  
IWWTP AERATORS

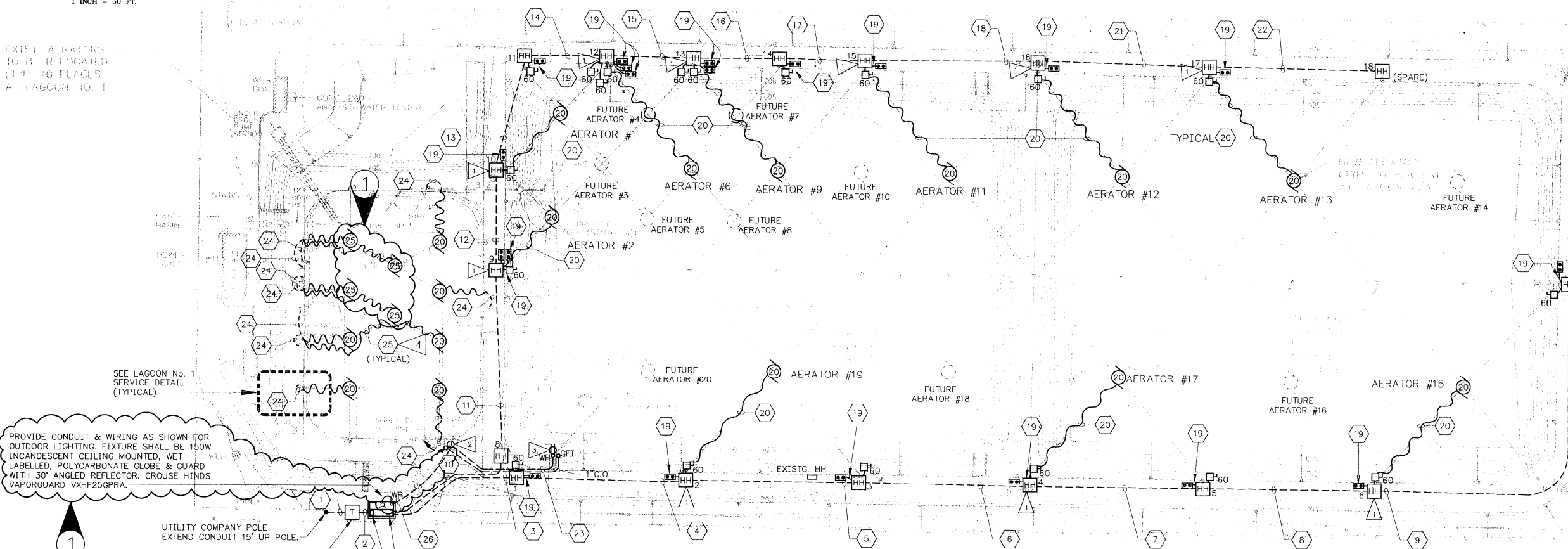
ELECTRICAL LEGEND & ONE LINE DIAGRAM

DRAWING NO.	E1
SHEET NO.	12 OF 13





EXIST. AERATORS TO BE RELOCATED (14) TO PLACES AT LAGOON NO. 1



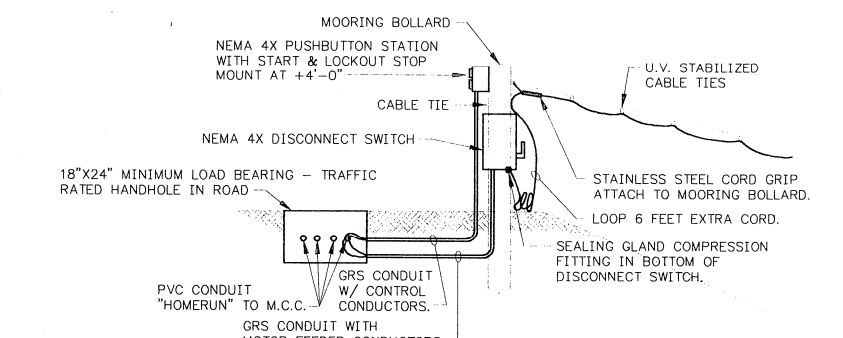
PROVIDE CONDUIT & WIRING AS SHOWN FOR OUTDOOR LIGHTING. FIXTURE SHALL BE 150W INCANDESCENT CEILING MOUNTED, WET LABELLED, POLYCARBONATE GLOBE & GUARD WITH 30° ANGLED REFLECTOR. CROUSE HINDS VAPORGUARD VXF25GPR.

UTILITY COMPANY POLE  
EXTEND CONDUIT 15' UP POLE.

PAD MOUNTED UTILITY XFMR

WEATHERPROOF MOTOR CONTROL CENTER.

OUTDOOR METER ENCLOSURE



**LAGOON NO. 2/3  
DETAIL AT MOORING BOLLARD**  
N.T.S.

**NOTES:**

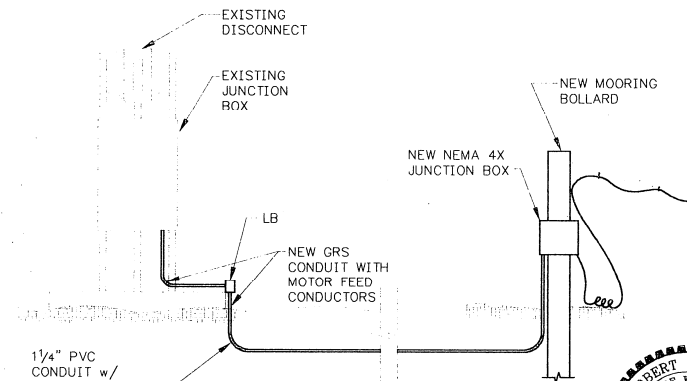
- 1 SEE DETAIL THIS SHEET FOR HANDHOLE AND PUSHBUTTON STATION DETAIL.
- 2 TAP EXISTING 120 VOLT RECEPTACLE CIRCUIT IN EXISTING LAGOON #1 OUTLET STRUCTURE.
- 3 EXTEND 120 VOLT CIRCUIT TO LAGOON #2/3 OUTLET STRUCTURE AND FURNISH/INSTALL GFI RECEPTACLE IN WP ENCLOSURE FOR FLOW METER EQUIPMENT.
- 4 PROVIDE METHOD FOR CROSSING CORD ASSEMBLIES OVER EXISTING AERATORS WHERE THRU-FED. PROVIDE SKETCH SUBMITTAL REMOVE EXISTING CORD ASSEMBLIES NOT TO BE RE-USED.

**GENERAL NOTES:**

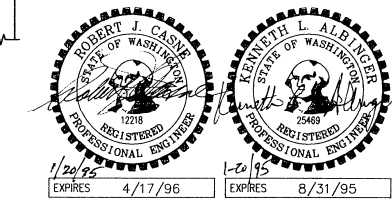
ALL WORK AND EQUIPMENT SHOWN BOLD IS NEW UNLESS NOTED AS EXISTING.

**CONDUIT & WIRE SCHEDULE**

TAG	CONDUIT	WIRE	FROM	TO
1	4" PVC	PRIMARY BY UTILITY	UTILITY POLE	XFMR.
2	(2) 4" PVC	(2) 3#350MCM, 1#4/0 G	XFMR	MCC
3	(7) 1/4" PVC	(3) 3#4, 1#10G & 5#12, (4) 3#6, 1#10G, 5#2 EACH	MCC	HH1
4	(6) 1/4" PVC	(3) 3#4, 1#10G & 5#12, (3) 3#6, 1#10G, 5#2 EACH	HH1	HH2
5	(5) 1/4" PVC	(3) 3#4, 1#10G & 5#12, (2) 3#6, 1#10G, 5#2 EACH	HH2	HH3
6	(4) 1/4" PVC	(3) 3#4, 1#10G & 5#12, (1) 3#6, 1#10G, 5#2 EACH	HH3	HH4
7	(3) 1/4" PVC	(3) 3#4, 1#10G & 5#12 EACH	HH4	HH5
8	(2) 1/4" PVC	(2) 3#4, 1#10G & 5#12 EACH	HH5	HH6
9	(1) 1/4" PVC	(1) 3#4, 1#10G & 5#12	HH6	HH7
10	(15) 1/4" PVC	(2) 3#4, 1#10G & 5#12 EACH, (11) 3#6, 1#10G, 5#2 EACH	MCC	HH8
11	(15) 1/4" PVC	(2) 3#4, 1#10G & 5#12 EACH, (11) 3#6, 1#10G, 5#2 EACH	HH8	HH9
12	(15) 1/4" PVC	(2) 3#4, 1#10G & 5#12 EACH, (10) 3#6, 1#10G, 5#2 EACH	HH9	HH10
13	(15) 1/4" PVC	(2) 3#4, 1#10G & 5#12 EACH, (9) 3#6, 1#10G, 5#2 EACH	HH10	HH11
14	(14) 1/4" PVC	(2) 3#4, 1#10G & 5#12 EACH, (7) 3#6, 1#10G, 5#2 EACH	HH11	HH12
15	(11) 1/4" PVC	(2) 3#4, 1#10G & 5#12 EACH, (4) 3#6, 1#10G, 5#2 EACH	HH12	HH13
16	(8) 1/4" PVC	(2) 3#4, 1#10G & 5#12 EACH, (2) 3#6, 1#10G, 5#2 EACH	HH13	HH14
17	(5) 1/4" PVC	(2) 3#4, 1#10G & 5#12 EACH, (1) 3#6, 1#10G, 5#2 EACH	HH14	HH15
18	(3) 1/4" PVC	(2) 3#4, 1#10G & 5#12 EACH	HH15	HH16
19	(1) 3/4" GRS	(1) 3#12, 1#12 G	HANDHOLE	PUSHBUTTON STATION
20	CORD ASSEMBLY	(1) 4#4	HANDHOLE	AERATOR
21	(2) 1/4" PVC	(1) 3#4, 1#10G & 3#12	HH16	HH17
22	(1) 1/4" PVC	CONDUIT ONLY	HH17	HH18
23	(2) 3/4" PVC	(1) 2#12 & 1#12 G	LAGOON #1 OUTLET STR.	LAGOON #2 OUTLET STR.
24	(1) 1/4" PVC	(1) 3#4 & 1#10 G	EXIST. DISC.	MOORING BOLLARD
25	CORD ASSEMBLY	MATCH EXISTING AT LAGOON No. 1	MOORING BOLLARD	AERATOR
26	1" PVC	2#12 & 1#12 G	120V RECEPT.	MCC LIGHT SWITCH



**LAGOON NO.1  
SERVICE DETAIL**  
N.T.S.



G:\DWG\94\94128\94128E02 9/15/95 8:15:46 esburn

1/21/95	1	INCORPORATE ADDENDUMS #1, #2, #3	BJB	Designed BJB	Approved
Date	No.	Description	By	Drawn TEO	Scale 1"=50'
REVISION			Checked KLA	Project No. 94128	Date 11/18/94

**Barrett Consulting Group**  
10800 N.E. 8th Street, 7th Floor  
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Civil / Environmental Engineers

**CASNE ENGINEERING, INC.**  
PO BOX 1207 BELLEVUE, WA 98008 (206) 454-3555

PORT OF SUNNYSIDE  
IWWTP AERATORS

ELECTRICAL SITE PLAN

DRAWING NO.  
E2  
SHEET NO.  
13 OF 13



# Plans



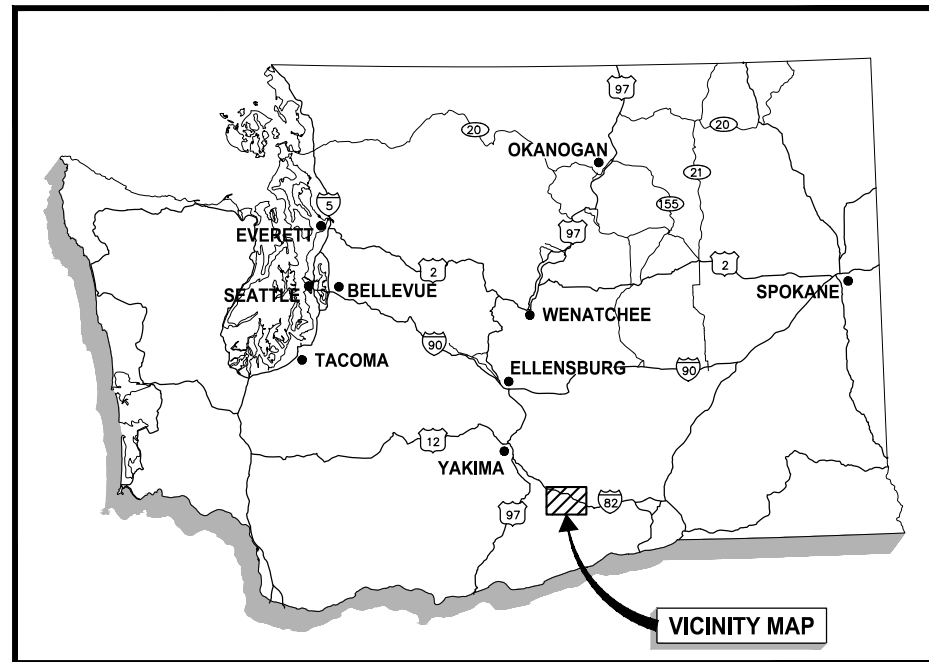




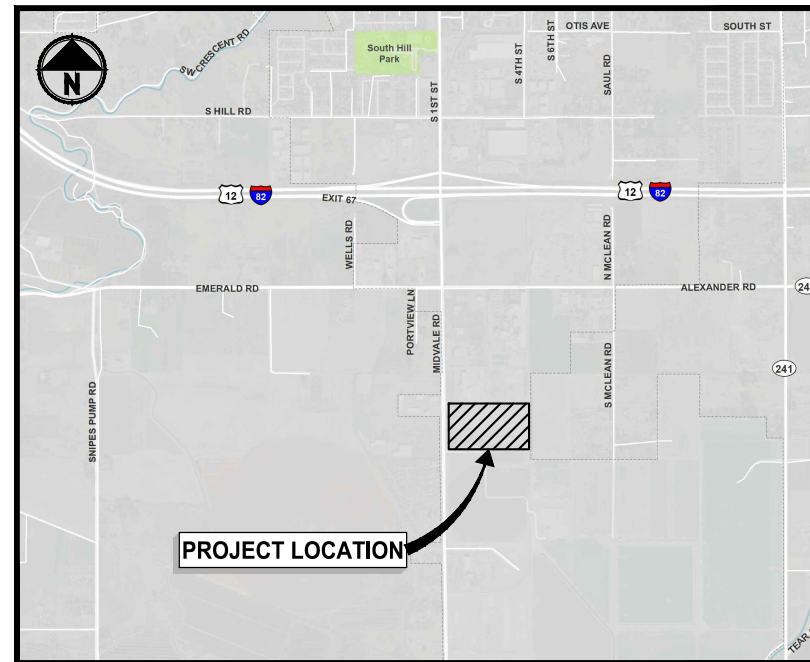
# PORT OF SUNNYSIDE

## LAGOON 2/3 CLEANING AND OTHER IMPROVEMENTS

OWNED AND OPERATED BY:  
 PORT OF SUNNYSIDE  
 INDUSTRIAL WASTEWATER TREATMENT FACILITY  
 747 MIDVALE ROAD  
 SUNNYSIDE, WA 98944



**STATE MAP**  
NOT TO SCALE



**VICINITY MAP**  
NOT TO SCALE

INDEX TO DRAWINGS		
SHT NO.	DWG NO.	SHEET TITLE
GENERAL		
1	G1	COVER SHEET
2	C1	EXISTING CONDITIONS DETAILS
3	D1	DEMOLITION PLAN

PATH: \\parametrix.com\pmx\PSO\Projects\Clients\8003-Port of Sunnyside\233-8003-007 Lagoon 2\989Sves\CAADD\DWG PLOTTED BY: atcljgc DATE: Friday, March 8, 2024 11:42:59 AM LAYOUT: G1

REVISIONS	DATE	BY	DESIGNED
			D. NORTON
			DRAWN J. STOLLE
			CHECKED B. BALL
			APPROVED B. BALL

**ONE INCH AT FULL SCALE.  
 IF NOT, SCALE ACCORDINGLY**  
 FILE NAME  
 PS8003007-G1  
 JOB No.  
 233-5849-008  
 DATE  
 MARCH 2024



PROJECT NAME  
**BIOGAS UPGRADE PROJECT**  
 PORT OF SUNNYSIDE

**COVER SHEET**

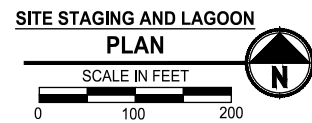
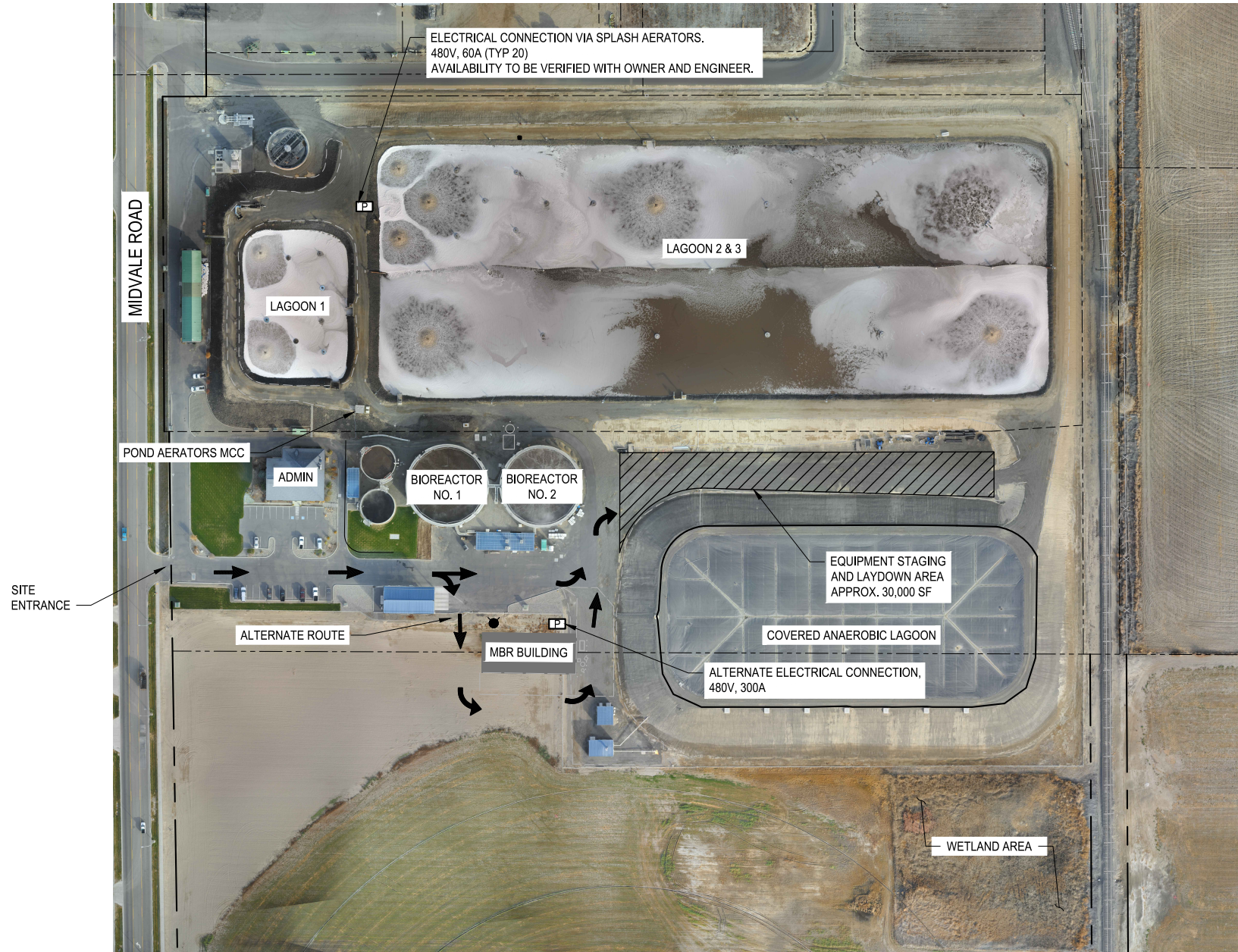
DRAWING NO.  
1 OF 3  
**G1**

BID SET





LAYOUT: 22334    PATH: \\parametrix.com\vm\PSO\Projects\Clients\6003-Port of Sunnyside\233-8003-007 Lagoon 2\99Sves\CADD\DWG    PLOTTED BY: stollpc    DATE: Monday, March 11, 2024 1:27:27 PM



**NOTES**

1. ALL SOLIDS PRODUCED FROM DREDGING/DEWATERING PROCESS SHALL PASS THE PAINT FILTER LIQUIDS TEST (SM 9095B).
2. CONTRACTOR IS REQUIRED TO PERFORM TESTING FOR PERCENT SOLIDS, pH, AND PAINT FILTER TEST AS DESCRIBED IN THE CONTRACT DOCUMENTS. CONTRACTOR SHALL NOT COMPROMISE THE INTEGRITY OF THE LINER.
4. THE BASE MAP FOR THIS PROJECT WAS CREATED FROM AN AERIAL. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN HEREON HAVE BEEN OBTAINED FROM AVAILABLE RECORDS AND SHOULD THEREFORE BE CONSIDERED APPROXIMATE ONLY. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INDEPENDENTLY VERIFY THE ACCURACY OF ALL UTILITY LOCATIONS SHOWN, AND TO FURTHER DISCOVER AND AVOID ANY OTHER UTILITIES NOT SHOWN HEREON WHICH MAY BE AFFECTED BY THE IMPLEMENTATION OF THESE PLANS.
5. ALL CENTRATE/FILTRATE OR WATER RELEASED DUE TO GRAVITY OF STOCKPILED SOLIDS SHALL BE CONVEYED BACK INTO THE POND.
6. CONTRACTOR SHALL CONNECT TO WATER AND POWER AT THE POINTS SHOWN ON THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR COSTS TO CONVEY UTILITY SERVICE FROM POINT OF CONNECTION TO THE EQUIPMENT AND COST FOR ANY ADDITIONAL UTILITY DEMAND.
7. COORDINATE WITH OWNER FOR THE ACCEPTABLE LOCATION FOR LAUNCH AND RETRIEVAL OF DREDGING EQUIPMENT. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE LINER.
8. ITEMS/DIMENSIONS NOT SHOWN ON ALL DRAWINGS FOR CLARITY.

**OWNER PROVIDED SERVICES**

1. RESTROOMS PROVIDE ON SITE.
2. POWER (PAID BY OWNER) PHASE, VOLTAGE, HERTZ, AND LOCATION AS SHOWN ON DRAWINGS.
3. WATER (PAID BY OWNER) ESTIMATED FLOW, PRESSURE, AND LOCATION AS SHOWN ON DRAWINGS.

**LEGEND**

- WATER CONNECTION. CONTRACTOR SHALL METER WATER FROM HYDRANT. AVAILABLE CAPACITY TO BE VERIFIED WITH THE OWNER.
- ELECTRICAL CONNECTION.
- EQUIPMENT STAGING AND LAYDOWN AREA.

BID SET

REVISIONS	DATE	BY	DESIGNED
			D. NORTON
			DRAWN J. STOLLE
			CHECKED B. BALL
			APPROVED B. BALL

**ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY**

FILE NAME  
ps8003007-C1

JOB No.  
233-5849-008

DATE  
MARCH 2024



PROJECT NAME

**BIOGAS UPGRADE PROJECT**  
PORT OF SUNNYSIDE

**EXISTING CONDITIONS DETAILS**

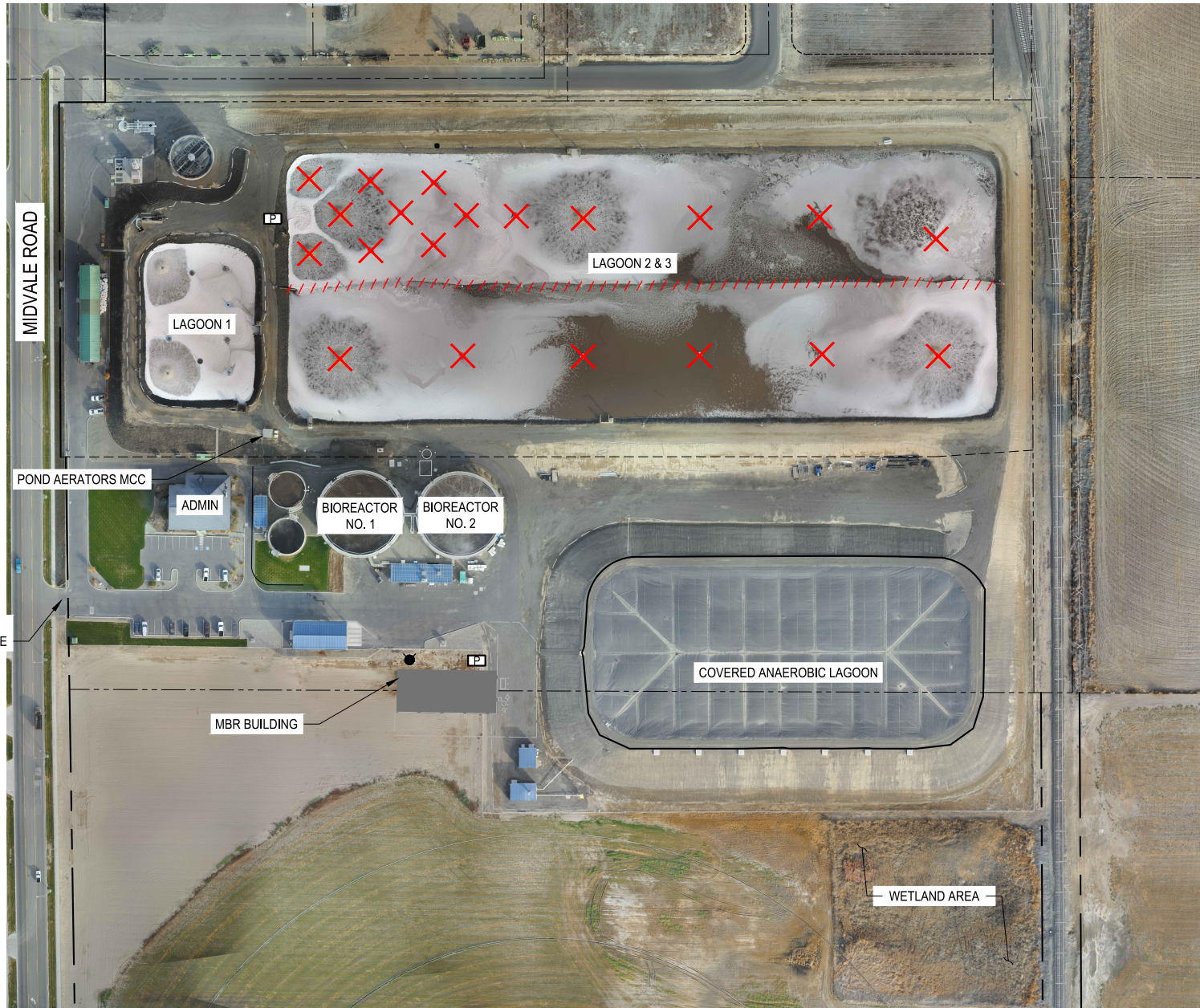
DRAWING NO.  
2 OF 3

**C1**





LAYOUT: 22334    PATH: \\parametrix.com\vm\PSO\Projects\Clients\6003-Port of Sunnyside\233-6003-007 Lagoon 2\99Sves\CADD\DWG    PLOTTED BY: stolljpc    DATE: Monday, March 11, 2024 1:26:08 PM



**NOTES**

1. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE LINER.
2. UNLESS OTHERWISE NOTED, PROTECT IN PLACE ALL EXISTING IMPROVEMENTS AND LIMIT THE AREA OF DISTURBANCE.
3. DEMOLITION SHALL BE SEQUENCED IN A MANNER THAT DOES NOT INTERRUPT OPERATION OF THE FACILITY. SEQUENCING PLANS SHALL BE SUBMITTED AND APPROVED BY THE PRIOR TO COMMENCING DEMOLITION OR REMOVAL. ANY SERVICE OUTAGES REQUIRED FOR DEMOLITION SHALL BE SCHEDULED IN ADVANCE WITH THE OWNER.
4. EXECUTE LOCK OUT AND TAG OUT MEASURES FOR ELECTRICAL ISOLATION OF THE AERATORS AT THE MCC DISCONNECTION SWITCHES PRIOR TO BEGINNING REMOVAL.
5. REMOVE AERATORS, ASSOCIATED PIPING, SUPPORTS, AND APPURTENANCES FROM LAGOON 2 & 3. WIRE TO BE TAPED OFF AND CONDUIT CAPPED AT THE AERATOR END. FINAL DISPOSAL OF AERATORS AND EQUIPMENT TO BE CONFIRMED BY THE OWNER. CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR THE ACCEPTABLE STORAGE LOCATION.
6. FOR INSTALLATION DETAILS OF THE POND LINER, BAFFLE CURTAIN, AND AERATOR, SEE "IWWTF 1995 EXPANSION PHASE II CONSTRUCTION DRAWINGS" INCLUDED IN THE BID DOCUMENT ATTACHMENTS.

**DEMOLITION LEGEND**

- REMOVE LAGOON AERATOR (TYP 20). SEE NOTES 5 AND 6.
- REMOVE FLOATING BAFFLE CURTAIN. APPROXIMATELY 925 LF. SEE NOTE 6.

**DEMOLITION AND REMOVAL**

**PLAN**

SCALE IN FEET



REVISIONS	DATE	BY	DESIGNED
			D. NORTON
			DRAWN J. STOLLE
			CHECKED B. BALL
			APPROVED B. BALL

<p><b>ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY</b></p> <p>FILE NAME ps8003007-D1</p> <p>JOB No. 233-5849-008</p> <p>DATE MARCH 2024</p>
--



<p>PROJECT NAME</p> <p><b>BIOGAS UPGRADE PROJECT</b> PORT OF SUNNYSIDE</p>
--

<p><b>DEMOLITION PLAN</b></p>
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<p>DRAWING NO. 3 OF 3</p> <p><b>D1</b></p>
--

BID SET

